



City Council Agenda

Regular Meeting

Bell City Council

Wednesday, September 19, 2012

6:00 P.M. Closed Session

7:00 P.M. Regular Meeting

Bell Community Center

6250 Pine Avenue

Ali Saleh

Mayor

Violeta Alvarez
Vice-Mayor

Danny Harber
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

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

City Council Organization

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

Addressing the City Council

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

Compliance with Americans with Disabilities Act

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

Statement Regarding Compensation for Members of the Bell City Council

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

CITY OF BELL, CALIFORNIA

REGULAR MEETING OF THE

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

September 19, 2012

**6:00 P.M. Closed Session
7:00 P.M. Regular Meeting**

**Bell Community Center
6250 Pine Avenue**

Call to Order

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

Communications from the Public on Closed Session Items

This is the time for members of the public to address the City Council and related Authorities and Agencies only on items that are listed under Closed Session. Keep the public comment to items listed only on the 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 EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.
Employee: City Manager
 - b) 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*
 - c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *David Mango v. City of Maywood et. al.* (Case No. CV 11-05641 GW (FFMX))
 - d) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

Reconvene Regular Meeting

Pledge of Allegiance

Meeting of
Bell City Council and Related Agencies
September 19, 2012

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.

Presentations

Presentation by the Girl Scouts of Greater Los Angeles. *(Requested by Councilmember Quintana)*

Consent Calendar

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

Recommendation: Approve items No. 2 and 4

2. Approval of Minutes of the Regular Meeting of September 4, 2012 and Minutes of Special Meeting of September 12, 2012. *(Council and Related Agencies)*
3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated September 19, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*
4. Approval to Accept the Florence Avenue Resurfacing Project as Complete, and Authorize Staff to Complete and File the Notice of Completion with the Los Angeles County Recorder. *(Council)*

Public Hearing

The following items have been posted as a Public Hearing as required by law. The Mayor will open the meeting to receive public testimony only on the Public Hearing item.

5. Consideration of Development of a Proposed 3,735 Square Foot Retail Building, located at 4714 Gage Avenue. Applicant: Angelo Karmos. *(Planning Commission)*

Recommendation: Approved the proposed development and adopt the following resolutions in the following sequence.

- 1. Resolution No. 2012-64PC Approving Architectural Review Board No. 2012-03.**

RESOLUTION NO. 2012-64PC: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE KARMOS PLAZA DEVELOPMENT PROJECT. THE ARCHITECTURAL REVIEW BOARD PROVIDES THE STANDARDS FOR CONSTRUCTION AND OPERATION OF A 3,735 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 905 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES; 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012).

- 2. Resolution No. 2012-66PC Approving Mitigated Negative Declaration and Mitigation Monitoring Program.**

RESOLUTION NO. 2012-66PC: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE KARMOS PLAZA DEVELOPMENT PROJECT, INCLUDING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE CONSTRUCTION AND OPERATION OF 3,735 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 905 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES' 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012).

Business Calendar

- 6. Consideration to Approve a Three-Year Building and Safety Contract with Interwest Consulting Group. (Council) Continued from 09/12/12 meeting.**

Recommendation: Approve a three-year contract agreement with Interwest Consulting Group to provide building and safety services; and authorize the City Manager to execute the contract agreement in amount not to exceed \$699,775.

- 7. Consideration of Contract for Fixed Route Bus, Advanced Reservation Dial-A-Ride Paratransit and Demand Based Taxi Based Dial-A-Ride Transportation Services.**

Recommendation:

- 1. Deny the request by the Oldtimers Foundation for a Waiver from submitting a price for a taxi based component in their proposal made and reject the Oldtimers' Proposal as incomplete.**
- 2. Approve an agreement with Global Pratransit, Inc. for Fixed Route Bus Service Advanced Reservation Dial-A-Ride Paratransit Service and Demand Based Taxi Based Dial-A-Ride transportation services in the amount of \$384,000.00**

8. Consideration to Purchase a Virtual Server Equipment for City's Information Technology System.

Recommendation: That the City Council consider and approve the purchase of two Hewlett Packard (HP) virtual servers and related hardware/software equipment to continue the improvements being made to the City's Information Technology system. This equipment will be purchased through government purchasing contracts that the City of Brea utilizes in its support to twelve local government agencies. The purchase amount will not exceed \$46,000 and will be funded by 2012-13 City Budget funds allocated for information technology system improvements.

9. Consideration of Creation of New Employee Classifications and Bargaining Units, Confirmation of Existing Bargaining Units, Amendments to the Compensation Levels of Employee Classifications, and Implementation of Provisions of the Fiscal Year 2012-2013 budget.

Recommendation: Adopt the three (3) resolutions: (i) designating new bargaining units and confirming existing units for certain employee classifications, (ii) designating certain employee classifications as unrepresented employees, and (iii) identifying staff positions and compensation levels for employee classifications for the Fiscal Year 2012-2013, all of which implement the organizational changes recommended in the Fiscal Year 2012-2013 budget.

RESOLUTION NO. 2012-66: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DESIGNATING THE FOLLOWING FULL-TIME AND PART-TIME OFFICERS AND EMPLOYEES OF THE CITY TO BE UNREPRESENTED EMPLOYEES, PURSUANT TO MUNICIPAL CODE SECTION 2.84.0630 (B), AND RESCINDING RESOLUTIONS NO. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, AND 2008-34.

RESOLUTION NO. 2012-68: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DESIGNATING NEW UNITS AND CONFIRMING EXISTING UNITS FOR CERTAIN FULL-TIME AND PART-TIME OFFICERS AND EMPLOYEES OF THE CITY, AND RESCINDING RESOLUTIONS NO. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39 AND 2008-24.

RESOLUTION NO. 2012-67: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, IDENTIFYING EMPLOYEE CLASSIFICATIONS AND COMPENSATION LEVELS FOR FISCAL YEAR 2012-2013 AND RESCINDING RESOLUTION NOS. 2004-22, 2005-09 AND 2008-27.

10. Discussion regarding Council Meeting dates.
11. Consideration of Resolution to Support Bell Senior High School as a Gifted and Highly Ability School.

Recommendation: Adopt the resolution.

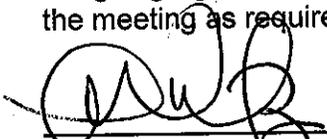
Mayor and City Council Communications

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

Adjournment

Next Regular Meeting, Wednesday, October 3, 2012

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on September 14, 2012, at least seventy-two (72) hours prior to the meeting as required by law.



Rebecca Valdez, CMC
City Clerk

MEETING OF THE

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

September 19, 2012

**6:00 P.M. Closed Session
7:00 P.M. Regular Meeting**

Index

<u>Agenda Category</u>	<u>Item Number</u>	<u>Page Numbers</u>
Closed Session	1(a-d)	N/A
Presentations		A - G
Consent Calendar	2	1 - 7
	3	8 - 15
	4	16 - 19
Public Hearing	5	20 - 78
Business Calendar	6	79 - 175
	7	176 - 220
	8	221 - 225
	9	226 - 235
	10	236 - 237
	11	238

Who are Girl Scouts?

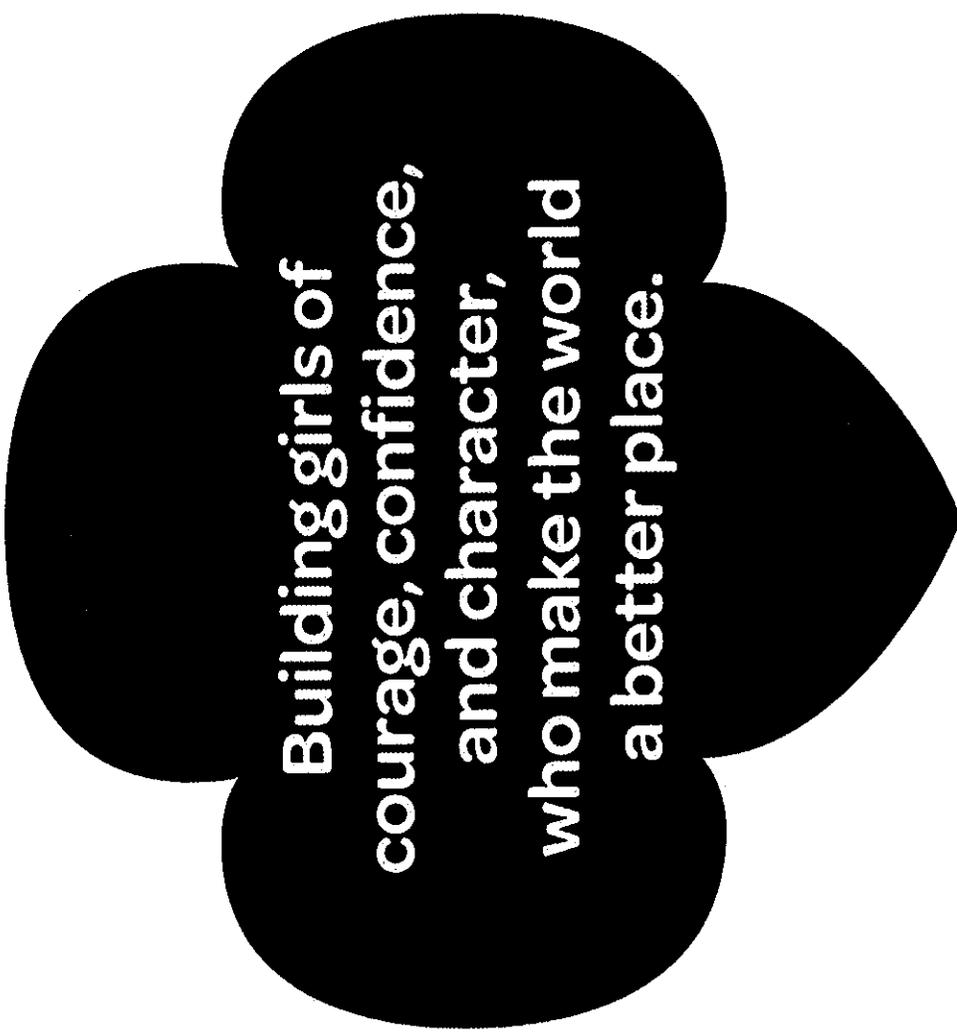
September 16, 2012



girl scouts

greater los angeles

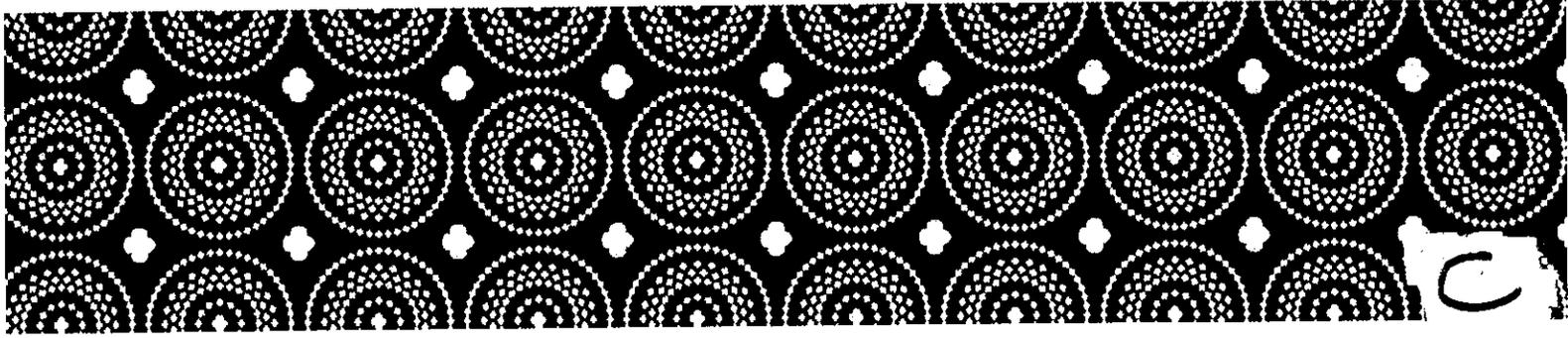
Our Mission



**Building girls of
courage, confidence,
and character,
who make the world
a better place.**

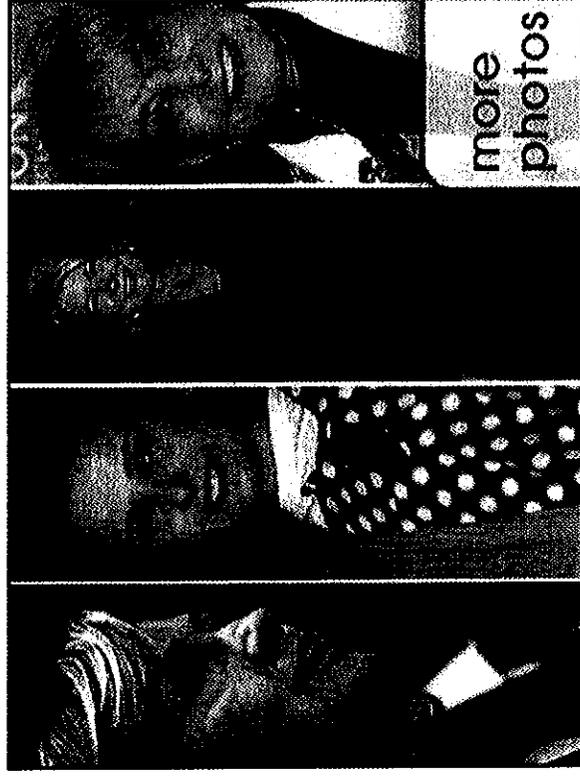
Girls Scouts aren't just about selling cookies

- **Girls Scouts is the premier leadership development organization for young women.**
- **Girl Scouts provides high quality programs for girls between the ages of 5-18.**
- **For 100 years, Girl Scouts has empowered girls and young women to be strong, passionate, and eloquent leaders.**



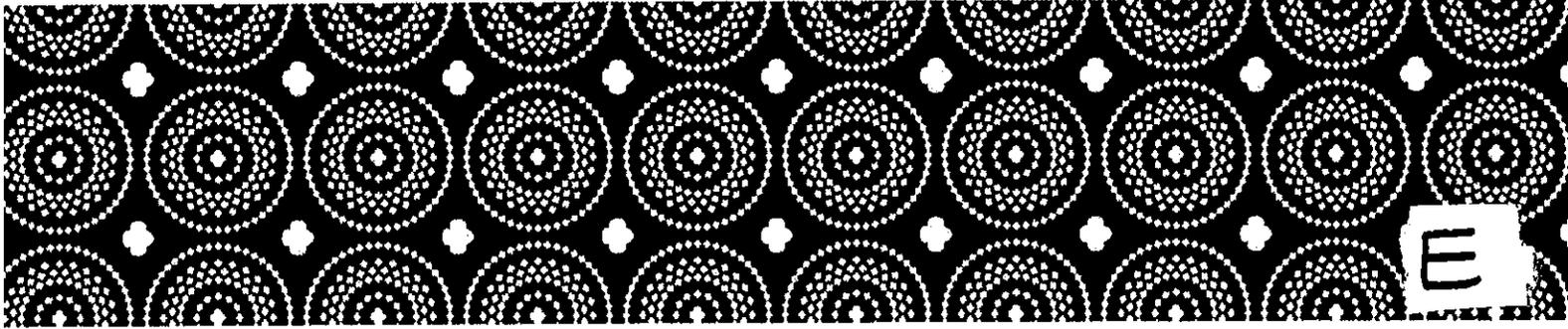
Girl Scouts are business owners, politicians, executives, wives, mothers and friends

- Eighty percent of women business owners were Girl Scouts.
- Sixty-nine percent of female U.S. senators were Girl Scouts.
- Sixty-seven percent of female members of the House of Representatives were Girl Scouts.
- Virtually every female astronaut who has flown in space was a Girl Scout.

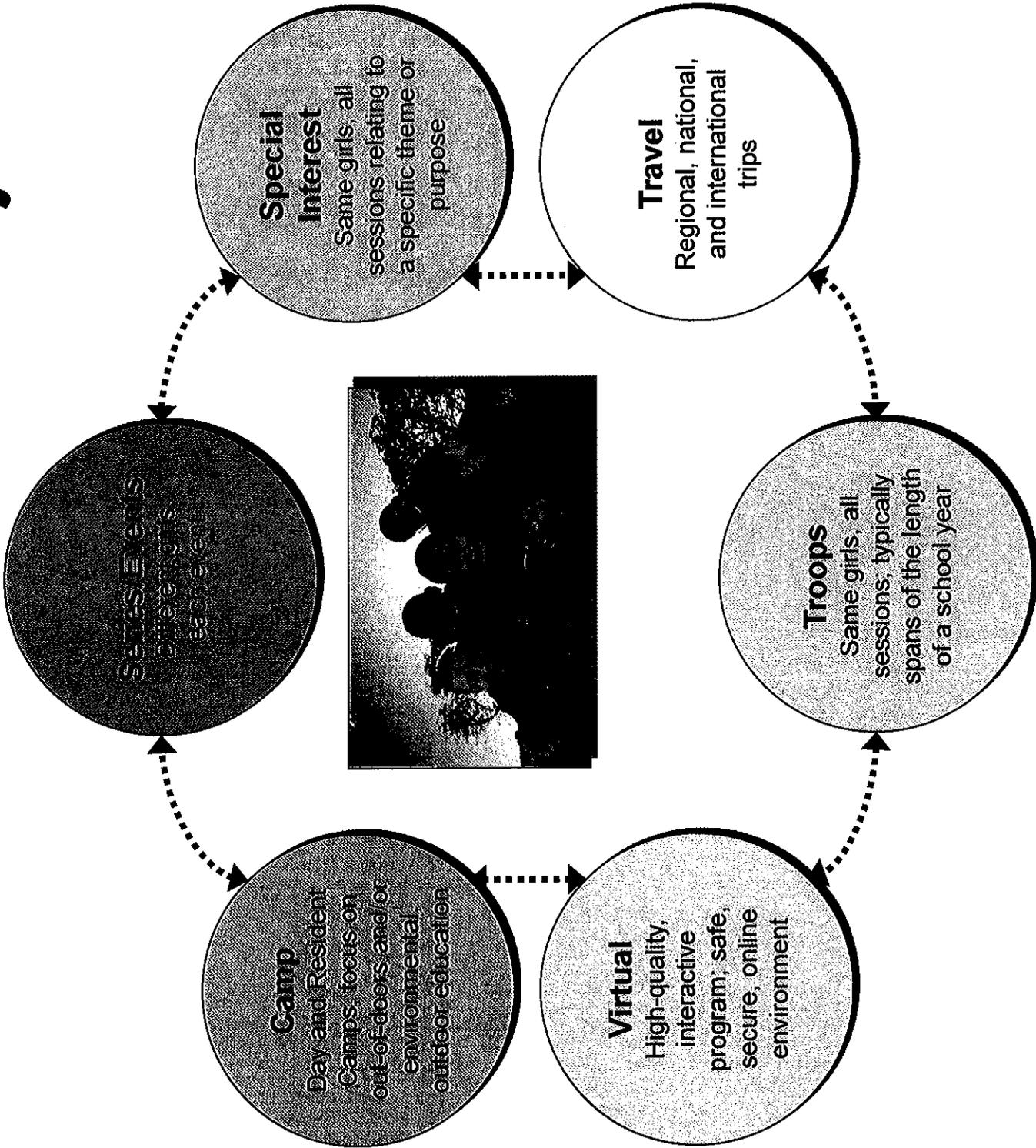


Girl Scout Program Areas

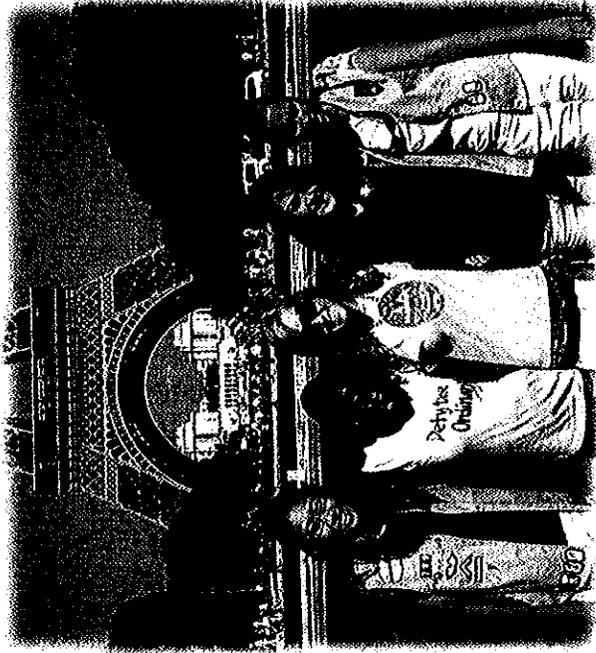
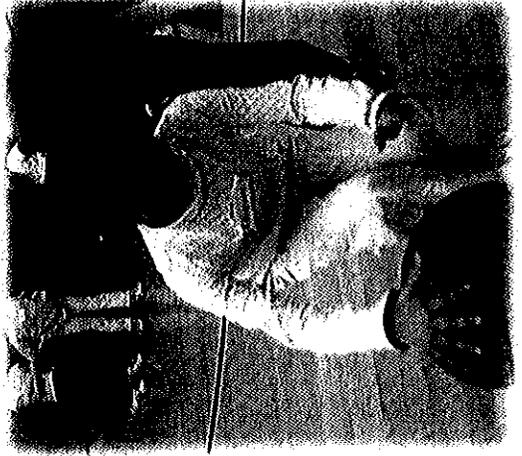
- ❖ Arts & Culture – creative expression
- ❖ Business Smarts – learn business and marketing skills
- ❖ Environment & Outdoor Adventure – appreciation for outdoors and its preservations
- ❖ Healthy Living – innovative programs in sports, nutrition and health
- ❖ Science & Technology – high quality program in the sciences
- ❖ Leadership = Discover + Connect+ Take Action



Girl Scout Pathways



What Will You Do Today?



**MINUTES OF THE
Bell City Council**

September 4, 2012

**6:15 P.M. Closed Session
7:00 P.M. Regular Meeting**

**Bell Community Center
6250 Pine Avenue**

Call to Order by Mayor Saleh at 6:15 PM

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

Present: Harber, Alvarez and Saleh (3)

Absent: Quintana, Valencia (2)*

Staff: City Manager Willmore, Assistant City Attorney Taylor and City Clerk Valdez (4)

*Councilmember Quintana arrived at 6:17 PM and Councilmember Valencia arrived at 6:19 PM

Communications from the Public on Closed Session Items

None.

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: Finance Director

Reconvened Regular Meeting at 7:01 PM

Pledge of Allegiance led by Mayor Saleh.

Assistant City Attorney Taylor reported the following out of closed session: The City Council unanimously approved the appointment of Josh Betta as the Finance Director.

Communications from the Public

The following individuals spoke during communications from the Public Jose Moreno, Donna Gannon, Lorenzo Martinez and Sandy Orozco.

Business Calendar

2. Consideration of Approving the \$182,556 Repayment to State Department of Parks & Recreation for Bell Community Health and Wellness Grant Project UP-19-018. *(Council)*

It was moved by Councilmember Harber, seconded by Vice Mayor Alvarez, to a) Approve a Fiscal Year 2011/12 appropriation in Fund 50 for \$422,924; and b) approve the repayment of \$182,566 for grant project UP-19-018 to the State Department of Parks & Recreation, was approved by the following vote:

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

Motion Unanimously Passed.

Mayor and City Council Communications

Councilmember Valencia, mentioned that he attended a March in Wilmington and will also be attending the League of California Cities conference September 5-7, 2012.

Adjournment

City Council meeting adjourned at 7:39 PM.

I, Rebecca Valdez, City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on September 19, 2012.

Rebecca Valdez, CMC
City Clerk

Ali Saleh, Mayor

SPECIAL MINUTES OF THE

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

September 12, 2012

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

Bell Community Center
6250 Pine Avenue

Call to Order by Mayor Saleh at 5:09 PM

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

Present: Harber, Quintana, and Saleh (3)

Absent: Alvarez and Valencia (2)*

Staff: City Manager Willmore, City Attorney Aleshire, City Clerk Valdez, Chief Belcher, City
Engineer Rodrigue, Community Development Director Perez, Community Services Director
Wasserman, Interim Finance Director Lawrence, Senior Management Analyst Prado and
Assistant Planner Chacon (10)

*Vice Mayor Alvarez arrived at 5:11 PM and Councilmember Valencia arrived at 5:50 PM

Communications from the Public on Closed Session Items

None.

Closed Session

1. The City Council and the related Authorities and Agencies recessed at 5:10 PM to a
closed session to confer with legal counsel regarding the following matters:

- a) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a)
of Section 54956.9); Name of case: *Luis Ramirez v. Bell (Supplemental Retirement
Plan) BC 474118.*
- b) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Subdivision (a)
of Section 54956.9); Name of case: *Eric Eggena v. City of Bell, et al., Los Angeles
Superior Court Case No. BC487522*
- c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a)
of Section 54956.9); Name of case: *Randy Adams v. City of Bell and Pedro Carrillo -
LASC Case No. BC489331*

- d) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of Case: *Randy Adams v. City of Bell, LASC Case No. BC470794*
- e) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell; LASC VC059415.*
- f) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *Pier'Angela Spaccia v. City of Bell Office of Administrative Hearings Case No. 2012020198*
- g) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9), Complaint filed under seal.
- h) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

Reconvened Regular Meeting at 7:05 PM

Pledge of Allegiance was led by Mayor Saleh.

City Attorney Report

The City Attorney reported the following out of Closed Session: All matters were discussed and no reportable action was taken. Closed Session Item h was not discussed.

Communications from the Public

The following individuals addressed the City Council/Members of All Related Agencies only on the items that were listed on the Agenda: Alfred Areyan, Lorenzo Martinez, Jose Moreno, Juliana Chico, Maria Gonzalez and Sandy Orozco.

Presentations

Presentation to Parents on Patrol (POP).

Presentation to Bell Police Explorers was moved to the next Council meeting.

Consent Calendar

- 2. Approval of Minutes of the Regular Meeting of August 15, 2012, Minutes of Special Meeting of August 15 2012 and Minute of the Special Meeting of August 22, 2012 (*Council and Related Agencies*)
- 3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated September 12, 2012. (*Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority*)

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to approved items 2 and 3 from the Consent Calendar, was approved by the following vote:

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

Motion Unanimously Passed.

Business Calendar

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

Item 4 was moved to the next council meeting.

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

Terry Rodrigue, City Engineer provided a brief presentation on item 5. Discussion ensued among the City Council.

It was moved by Councilmember Harber, seconded by Vice Mayor Alvarez, to Adopt Resolution No. 2012-62 approving the revised engineer's report and establishing an additional 12.7% decrease to the City Wide Landscape and Lighting District for Fiscal Year 2012-2013, was approved by the following vote:

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

Motion Passed.

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

Terry Rodrigue City Engineer, provided a staff report on item 6. Discussion ensued among the City Council.

There was consensus from the City Council to adopt Resolution No. 2012-65 and directing the City Manager to work with the two I-710 Committee Representatives to revise the attached comment letter to Caltrans concerning the I-710 Freeway Corridor Project EIR/EIS and

authorized the City Manager to signed the letter in a form approved by the City Attorney and submit it to Cal-Trans.

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

Pam Wasserman, Community Services Director, provided a brief report on item 7. Discussion ensued among the City Council.

It was moved by Vice Mayor Alvarez, seconded by Councilmember Harber, to Approve Amendment No. 2 to the Agreement with West Coast Arborist for Street Tree Maintenance Services for FY 2012-13 in an amount not to exceed \$60,000 with two one-year options, was approved by the following vote:

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

Motion Unanimously Passed.

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

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

It was moved by Vice Mayor Alvarez, seconded by Councilmember Quintana, to receive the Pavement Management Program update report and direct staff to prepare a 5 year work plan which will include 2-year list of specific priorities of fundable maintenance projects

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

Motion Unanimously Passed.

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

There was consensus from the City Council to direct the City Manager to bring back a sample ordinance for Council discussion.

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

Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to direct staff to bring back a resolution to support the designation of Bell Senior High School as a Gifted and High Ability Magnet School with the supporting documentation that was submitted to LAUSD.

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

Motion Unanimously Passed.

Mayor and City Council Communications

Councilmember Valencia informed the City Council that he attended the League of California Cities Conference September 5-7, 2012.

Adjournment

City Council meeting adjourned at 9:29:14 PM

I, Rebecca Valdez, City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on September 19, 2012.

Rebecca Valdez, CMC
City Clerk

Ali Saleh, Mayor

**General
PY-CY
Warrants
(9/10-14/12)**

**City Council
Meeting of
September 19, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50593	09/11/12	12902	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES HARDWARE SUPPLIES LATE FEE LATE FEE HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES	2,037.13
50594	09/11/12	12901	DUNN-EDWARDS CORP. PAINT SUPPLIES-6714 OTIS/BCHA PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES CREDIT-PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES	1,761.60
50595	09/12/12	12902	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 9/14/12	254,716.21
50596	09/14/12	12902	CALIFORNIA WATER SERVICE CO RELOCATION OF WATER METER	4,221.60
50597	09/14/12	12902	VOID VOID-TEST PRINT	0.00
50598	09/14/12	12902	AT&T TELEPHONE BILLING-8/2-9/1/12 MTA CONNECTION/SVCS @BELL P. D. TELEPHONE BILLING-8/2-9/1/12 MTA CONNECTION/SVCS @CITY HALL	86.13
50599	09/14/12	12902	CALIFORNIA WATER SERVICE	393.38

9

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-7/31-8/28/12 RICKBKE & EASTERN WATER BILLING-7/31-8/28/12 BMDNI-AMLAERHT AVE	
50600	09/14/12	12902	CITY OF HUNTINGTON PARK WATER BILLING-7/6-9/5/12 CARMELITA & RANDOLPH	39.51
50601	09/14/12	12902	DELTA DENTAL SERVICE DENTAL INS ADM FEE-AUG'12 DENTAL INS CLAIMS-AUG'12	9,710.34
50602	09/14/12	12902	GOLDEN STATE WATER COMPANY WATER BILLING-7/27-8/27/12 6330 PINE AVE WATER BILLING-7/27-8/27/12 6330 PINE AVE WATER BILLING-7/27-8/27/12 5234 GAGE AVE WATER BILLING-7/27-8/27/12 FLORENCE AVE & CHANSLOR WATER BILLING-7/27-8/27/12 6707 BEAR AVE WATER BILLING-7/27-8/27/12 6526 WILCOX AVE WATER BILLING-7/27-8/27/12 RIVER DR/SOUTHALL LN WATER BILLING-7/27-8/27/12 5320 GAGE AVE WATER BILLING-7/27-8/27/12 6301 CLARKSON WATER BILLING-7/27-8/27/12 4377 GAGE AVE WATER BILLING-7/27-8/27/12 4200 GAGE AVE WATER BILLING-7/27-8/27/12 6420 WILCOX AVE WATER BILLING-7/27-8/27/12 6707 IRR BEAR AVE WATER BILLING-7/27-8/27/12 6500 FP WALKER AVE	11,114.93
50603	09/14/12	12902	GOLDEN STATE WATER COMPANY WATER BILLING-7/27-8/27/12 4403 GAGE AVE WATER BILLING-7/27-8/27/12 ATLANTIC & BECK WATER BILLING-7/27-8/27/12 6702 FP ORCHARD WATER BILLING-7/27-8/27/12 FLORENCE & WALKER WATER BILLING-7/27-8/27/12 6707 FP BEAR AVE WATER BILLING-7/27-8/27/12	1,638.45

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4460 GAGE AVE WATER BILLING-7/27-8/27/12 3782 GAGE AVE WATER BILLING-7/27-8/27/12 6250 PINE AVE WATER BILLING-7/27-8/27/12 ATLANTIC & GAGE	
50604	09/14/12	12902	MAYWOOD MUTUAL WATER CO WATER BILLING-6/19-8/17/12 4501, 05, 09 GAGE AVE WATER BILLING-6/21-8/20/12 5200 RANDOLPH ST WATER BILLING-6/19-8/17/12 SO OF 6240 ATLANTIC AVE WATER BILLING-6/21-8/20/12 WILCOX/GAGE PARKWAY WATER BILLING-6/21-8/20/12 GAGE/CASITAS LANDSCAPE	963.60
50605	09/14/12	12902	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C. CTR	710.17
50606	09/14/12	12902	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/1-9/1/12 6330 PINE AVE ELECTRICAL BILLING-8/2-31/12 6590 WILCOX PED	2,362.87
50607	09/14/12	12903	AMERICAN PROMOTIONAL EVENTS REFUND-TUP#02-14-16 CR#133475 REFUND-TUP#12-19 CR#133496 5/1	2,000.00
50608	09/14/12	12903	MUNICIPAL COURT SOUTHEAST COUNTY SURCHARGE-MAR'12 COURTHOUSE CONST FD-GC 76100 COUNTY SURCHARGE-MAR'12 CJF CONST FD-GC 76101 STATE SURCHARGE-MAR'12 I&CNF CONST FD-GC 70372b STATE SURCHARGE-MAR'12 CONSTRUCTION FD-GC 70372b COURT FD-GC 70000.3 MAR'12 COUNTY/STATE-MAR'12 HANDICAP STATE LINKAGE FEE PC 1465.5 STATE SHARE-MAR'12 PARKING REGISTRATION & EQUIP VIOLATIONS VC 40225d COUNTY SURCHARGE-APR'12 COURTHOUSE CONST FD-GC 76100 COUNTY SURCHARGE-APR'12 CJF CONST FD-GC 76101 STATE SURCHARGE-APR'12 I&CNF CONST FD-GC 70372b	27,271.30

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			STATE SURCHARGE-APR'12 CF CONST FD-GC 70372b COURT FD-GC 70000.3 APR'12 STATE SHARE-APR'12 PARKING REGISTRATION & EQUIP VIOLATIONS VC 40225d COUNTY/STATE-APR'12 HANDICAP STATE LINKAGE FEE PC 1465.5	
50609	09/14/12	12904	ADAMSON POLICE PRODUCTS TABER-BELL PD	495.90
50610	09/14/12	12904	WILLIAM AGUILAR SUBSISTENCE-9/17-21/12	50.00
50611	09/14/12	12904	ALL ACTION SECURITY SECURITY GUARD SVCS-8/16-31/12	530.44
50612	09/14/12	12904	AULA ATHLETIC CLUB REFEREE SVCS-8/1-14/12 REFEREE SVCS-8/15-9/4/12	4,110.00
50613	09/14/12	12904	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-9/1-15/12	6,500.00
50614	09/14/12	12904	BELL CHAMBER OF COMMERCE REFUND-TUP#12-22 CR#134716 REFUND-TUP#12-22 CR#134904	750.00
50615	09/14/12	12904	CALIFORNIA POLICE CHIEFS MEMBERSHIP DUES-7/1/12-6/30/13	380.00
50616	09/14/12	12904	LUCIA CASTILLO BALLET INST-7/30-9/6/12	668.00
50617	09/14/12	12904	CENTER FOR EDUCATION & DESKBOOK ENCYCLOPEDIA PUBLIC EMPLOY LAW REPORT	254.95
50618	09/14/12	12904	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-AUG'12	500.00
50619	09/14/12	12904	VINCENT DIAZ KUNG FU INSTRUCTOR-7/31-9/6/12	168.00
50620	09/14/12	12904	ARTURO GARCIA REFUND-PARKING CIT #100032483	55.50
50621	09/14/12	12904	TOM GIBBY BACKGROUND INVEST-R. HANNIE	800.00
50622	09/14/12	12904	HUNTINGTON PARK RUBBER ENGRAVED NAMEPLATE-A. MIRANDA	20.88

12

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50623	09/14/12	12904	MEDINA CONSTRUCTION P. W. /MAINT SVCS-SEP '12 PAVING-VARIOUS LOCATIONS SIDEALK REPAIRS-7102 ST LUIS STREET MEDIANS/PLUMBING REPAIR BANDINI BLVD LANDSCAPING MAINT-SEP '12 LB PK, CIVIC CENTER, DEBS PK C. CTR LANDSCAPE MAINT-SEP '12 RIVER BED FROM GAGE-LIVE OAK	46,366.25
50624	09/14/12	12904	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-AUG '12 BELL P. D. COPIER MAINT-7/1-31/12 BELL PD	44.82
50625	09/14/12	12904	OLDTIMERS FOUNDATION PARATRANSIT SVCS-AUG '12	40,904.40
50626	09/14/12	12904	PC MALL GOV MS OFFICE-A. MIRANDA	643.22
50627	09/14/12	12904	QUICK DISPENSE MISC SUPPLIES-BELL P. D. MISC SUPPLIES-CITY HALL	294.80
50628	09/14/12	12904	GUIL CORPORATION OFFICE SUPPLIES-BELL P. D. OFFICE SUPPLIES-FINANCE	436.91
50629	09/14/12	12904	RIO HONDO COLLEGE TUITION-9/17-21/12	53.00
50630	09/14/12	12904	JOSEFINA RIVAS AEROBICS INST-7/30-9/6/12	1,048.00
50631	09/14/12	12904	ANGELA RUIZ PLANE TICKETS-9/13-15/12	184.60
50632	09/14/12	12904	DAVID SERRANO REFEREE SVCS-BASEBALL AUG '12	1,512.00
50633	09/14/12	12904	ROBERT SEVERSON PROF SVCS-8/16/12 PROF SVCS-8/20-23/12 PROF SVCS-8/28-31/12	1,452.50
50634	09/14/12	12904	SHOE CITY BELL REFUND-TUP#12-13 CR#134615 REFUND-PERMIT#46003 CR#134615	660.50
50635	09/14/12	12904	SJC 3 CONSULTING CONSULTING SVCS-7/2-31/12	10,400.00

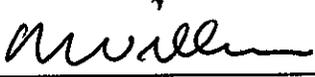
CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			CDBG/CDBG-R CONSULTING SVCS-8/3-31/12 CDBG/CDBG-R	
50636	09/14/12	12904	SOUTHEAST COMMUNITY COMPUTER TRAINING SVCS-JUL'12	9,800.00
50637	09/14/12	12904	STANLEY PEST CONTROL CO PEST CONTROL SVCS-07/12 6707 BEAR AVE PEST CONTROL SVCS-07/12 6326-6330 PINE AVE PEST CONTROL SVCS-07/12 6326-6330 PINE AVE PEST CONTROL SVCS-07/12 4357 GAGE AVE PEST CONTROL SVCS-07/12 6500 WILCOX AVE PEST CONTROL SVCS-07/12 5320 GAGE AVE PEST CONTROL SVCS-07/12 4400 GAGE AVE PEST CONTROL SVCS-07/12 4874 GAGE AVE PEST CONTROL SVCS-08/12 6707 BEAR AVE PEST CONTROL SVCS-08/12 6326-6330 PINE AVE PEST CONTROL SVCS-08/12 6250 GAGE AVE PEST CONTROL SVCS-08/12 6326-6330 PINE AVE PEST CONTROL SVCS-08/12 4357 GAGE AVE PEST CONTROL SVCS-08/12 4400 GAGE AVE	566.00
50638	09/14/12	12904	STANLEY PEST CONTROL CO PEST CONTROL SVCS-07/12 3700 GAGE AVE PEST CONTROL SVCS-07/12 6250 PINE AVE PEST CONTROL SVCS-08/12 3700 GAGE AVE	110.00
50639	09/14/12	12904	U. S. HEALTH WORKS BLOOD ALCOHOL COLLECTION DR#12-2633 PHYSICAL-W. AGUILAR, F. NUNEZ BLOOD ALCOHOL COLLECTION DR#12-2691, DR#12-2739 BLOOD ALCOHOL COLLECTION DR#12-2811, DR#12-2808, DR#12-2824, DR#12-2842 DR#12-2843, DR#12-2844	395.00

14

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL	47 CHECKS			449,182.89

City of Bell Agenda Report

DATE: September 19, 2012
TO: Mayor and Members of the City Council
FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: 
Doug Willmore, City Manager

SUBJECT: Accept the Florence Avenue Resurfacing Project as Complete, and Authorize Staff to Complete and File the Notice of Completion with the Los Angeles County Recorder

RECOMMENDATION:

Adopt Resolution No. 2012-63 accepting the Florence Avenue Resurfacing Project as complete and authorizing staff to prepare and file the Notice of Completion with the Los Angeles County Recorder.

BACKGROUND:

On March 21, 2012, the City Council awarded the construction contract for the Florence Avenue Resurfacing Project to E.C. Construction Company, Inc.

The project provided for street and sidewalk improvements to the east and west bound lanes of Florence Avenue from Walker Avenue to the I-710 Freeway. The scope of work included asphalt concrete pavement removal with new concrete pavement section at the intersection; asphalt concrete milling with new overlay pavement section; new curb, gutter, sidewalk, and driveway approaches; and handicap ramps. The original contract amount was for \$229,409, and the City Engineer was authorized to approve change orders not to exceed \$22,941.

After contract award, Change Order No. 1 in the amount of \$0 for an 11 working day contract extension was approved by the City Engineer. In addition, Change Order No. 2 was issued in the amount of \$3,900 for extra work to demolish and dispose of an unforeseen concrete slab beneath the roadway. The contract change orders affecting the contract amount are summarized below:

Change Order No.	Description	Amount
1	11 Working Day Contract Extension	\$0.00
2	Demolish and Dispose of Unforeseen Concrete Slab	\$3,900.00
<i>Total Contract Change Orders</i>		\$3,900.00

E.C. Construction Company has since completed all work required by the contract, and the project is ready for acceptance and filing of the Notice of Completion (NOC). If no liens or claims have been filed within 35 days of filing the NOC with the Los Angeles County Recorder, the City will release all retained funds and any additional remaining amount(s) due to E.C. Construction.

FISCAL IMPACT

The Florence Street Resurfacing Project is funded by a combination of Prop C Funds (\$30,000) and Federal Aid STPL Funds (\$275,000) for a total project budget of \$305,000.

The Project budget summary is provided in the table below:

Project Budget	\$ 305,000
Engineering	\$ 20,000
Construction Management	\$ 35,000
Original Construction Cost	\$ 229,409
Change Orders	\$ 3,900
Total	\$ 288,309

The total contract amount with change orders is \$16,691 below the project budget.

ATTACHMENTS

1. Resolution No. 2012-63

RESOLUTION NO. 2012 – 63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, COUNTY OF LOS ANGELES, CALIFORNIA, ACCEPTING THE STREET REHABILITATION PROJECT AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

WHEREAS, on **March 21, 2011**, the City Council authorized the award of a construction contract to E.C. Construction Company, Inc. to construct the Florence Street Rehabilitation (Project); and

WHEREAS, Contract Change Order Number 1 was approved by the City Engineer adding 11 working days to the contract duration for City to consider and decide that a Florence Village Park alternate access to Florence Street was not a viable option. As a result, access was maintained to Live Oak Street at no (\$0) additional cost; and

WHEREAS, Contract Change Order Number 2 was approved by the City Engineer adding no (0) working days and increasing the contract by \$3,900 to demolish and dispose of approximately 5,000 sf of an unforeseen 5" thick concrete slab beneath the existing asphalt concrete; and

WHEREAS, **E.C. Construction** has completed the work in accordance with the contract documents for the Project; and

WHEREAS, if no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any remaining amount due will be released to E.C. Construction Company Inc.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

Section 1. The Project is accepted as complete.

Section 2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Los Angeles County Recorder.

ADOPTED AND APPROVED THIS 19 DAY OF SEPTEMBER, 2012.

Ali Saleh, Mayor

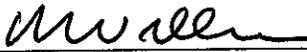
City of Bell Agenda Report

DATE: September 19, 2012

TO: Mayor and Members of the City Council

FROM: Joe Perez, Community Development Director

BY: Carlos M. Chacon, Assistant City Planner

APPROVED: 
BY Doug Willmore, City Manager

SUBJECT: Development of a proposed 3,735 square foot retail building, located at 4714 Gage Avenue. (Applicant: Angelo Karmos)

RECOMMENDATION

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

1. Resolution No. 2012-64 approving Architectural Review Board No. 2012-03
2. Resolution No. 2012- 66 approving Mitigated Negative Declaration and Mitigation Monitoring Program

SITE AND PROJECT DESCRIPTION

A. Site Description

The Karmos Plaza Development project site is located at 4714 Gage Avenue, in the C-3R Zone. The project site has an area of 12,500 square feet of land and is currently developed with a 1,412 square-foot single family dwelling with a detached garage.

B. Project Description:

The proposed Karmos Plaza Development project consists of a 6 unit, 3,735 square foot retail building, which will propose to provide office and retail establishments, including a fast food take out only tenant.

C. Surrounding Land Use and Zoning:

Site - Existing Single Family Dwelling (C-3R – Commercial Zone)
North - General Retail (C-3R Commercial zone)
South - Residential Homes (R-3 – Multi Family Residential Zone)
East - General Retail (C-3R Commercial zone)
West - General Retail (C-3R Commercial zone)

ANALYSIS AND DISCUSSION

Development Standards

The project complies with the development standards of the C-3R-zone as follows:

Development Standard	Project
Min. lot area 5,000 Sq. Ft.	Lot area 12,500 sq. ft. or .29 Acres
Min. Width 50 Ft.	Width 100 Ft.
Min. Depth 100 Ft.	Depth 125 Ft.
Building Height 70 Ft.	Building height 23ft 8inches

Parking and Circulation

The Municipal Code requires parking for a retail building at 1 parking space per 200 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 3,735 square feet, the total number of parking spaces are 21 spaces. The proposed project includes 21 parking spaces, which meets the code requirement.

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

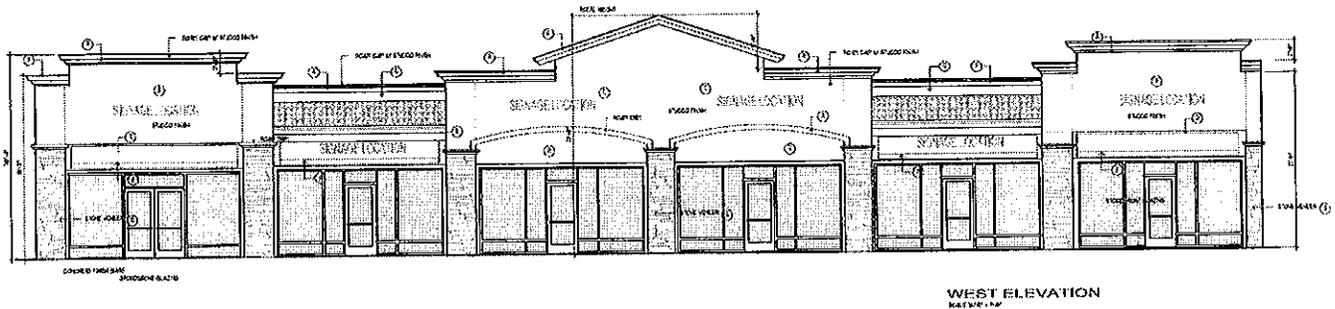
Type of Use	Floor Area (SF)	Parking Ratio	Spaces Required	Spaces Provided
Proposed Building				
Restaurant	645	1/100	6	6
Office/Retail	3,090	1/200	15	15
Total Square Feet	3,735			
Total Required			21	
Total Provided				21

In addition to the required vehicle parking spaces, the code requires a loading space which the project meets and is strategically located at the rear of the property for better circulation throughout the site.

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. The review included the incorporation of metal awnings for a modern appearance including glazing along the front of the rear wall of the building to provide a faux facade, and architectural moldings throughout the building to provide depth to the design. The design also makes use of Architectural elements that allow the building to complement its modern contemporary design. Some of the elements that were incorporated into the design include multi-level roof lines, wainscoting throughout the façade to ground the building to the landscape, elevation pop outs to create a sense of depth of the building, lightly tint infused storefront glazing, planters lined with stone veneer, and clay tile roof to highlight the modern stucco finish.

Below are the elevations of the proposed Architectural Design:



The project site will be improved with over 750 square feet of landscaping in the front yard area and through planters designed into the parking area to serve as a car stops. The perimeter will be improved with a stucco masonry wall matching the design of the building and will be incrementally increased from a four foot height perimeter wall located at the front yard area to the six foot height wall at the rear property line. The building is also set back from the rear property line at a distance of ten feet to minimize the building's impact on the rear adjacent residential property, as required by Code.

Environmental Assessment:

During the review of the development project and in the process of assessing the environmental impacts, it was determined that a mitigated negative declaration would be required based on a few impacts that the project has on the surrounding properties.

One of these impacts included the demolition of the existing single family dwelling and detached garage. Although this scope of work is not uncommon for development projects within a C-3R Zone which allows residential uses, upon review of the project's consistency with the City's General Plan, it was determined that the site was listed as a historical structure. A further analysis of the site determined that the building is of negligible historical significance, but it does display an architectural significance of the era in which it was built.

Therefore, as a condition of approval, the developer, prior to the issuance of a demolition permit for the site, will be required to hire an architectural design consultant that will create a set of construction drawing plans, document photos, and file the historical significance of the site with the City and the local Public Library. Additionally, a technical report shall be prepared to include a catalogue of the items noted.

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. As the lead agency, under CEQA, the City of Bell determined that a Mitigated Negative Declaration was the appropriate level of environmental analysis. The Initial Study/Mitigated Negative Declaration is attached to this report. 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.
2. 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 to mitigate the environmental impacts associated with the proposed project. The mitigations include specific conditions that address aesthetics of the site (light and glare effects on the surroundings), air quality (during construction), cultural resources (preservation of architectural site), and hydrology (state compliant drainage off the site).

The City is required to monitor the measures during the project and has included a Mitigation Monitoring and Reporting Program (MMRP), which is also attached to this report.

3. Notice of Determination – The proposed resolution adopting the Initial Study/Mitigated Negative Declaration for the Karmos Plaza Development Project directs the 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.

CONCLUSION:

Based on the above analysis of the proposed project and together with the conditions of approval and environmental mitigations, it is recommended that the City Council approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Architectural Review Board No. 2012-03 through adoption of the attached Resolutions of approval with conditions.

ATTACHMENTS:

1. Development Plans
2. Resolution No. 2012-64 approving Architectural Review Board No. 2012-03
3. Resolution No. 2012-66 approving a Mitigated Negative Declaration and Mitigation Monitoring

RESOLUTION NO. 2012-64-PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE KARMOS PLAZA DEVELOPMENT PROJECT. THE ARCHITECTURAL REVIEW BOARD PROVIDES THE STANDARDS FOR CONSTRUCTION AND OPERATION OF A 3,735 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 905 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL,; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES; 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012)

WHEREAS, an application for Architectural Review Board No. 2012-03, for the Karmos Plaza Development, including construction and operation of a 6 unit, 3,735 square foot retail building, including the review of building elevations and other site improvements. The project site is located within the southwestern portion of the City of Bell at 4714 Gage Avenue in the City of Bell, more generally located on the south side of Gage Avenue between Prospect Avenue to the west and Vinevale Avenue to the east; and

WHEREAS, the activity anticipated by the proposed Architectural Review Board permit is considered a "Project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and

WHEREAS, after completion of an Initial Study, the Community Development Director determined that the Project required preparation of a Mitigated Negative Declaration, attached as Exhibit 2 and Mitigation Monitoring and Reporting Program, attached as Exhibit 3, for the proposed project in compliance with the provisions of CEQA; and

WHEREAS, based on information contained in the final Initial Study / Mitigated Negative Declaration, the impacts of the Bandini Industrial Center Project have been reduced to a less than significant level; and

WHEREAS, the City of Bell on August 31, 2012, published a legal notice in compliance with State law concerning Architectural Review Board No. 2012-03, in a local newspaper of general circulation. In addition, a public hearing notice was mailed to each property owner within a 300-foot radius of the project site, indicating the date and time of the public hearing for Architectural Review Board No. 2012-03 in accordance with state law; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on September 19, 2012 at which public testimony was received concerning the Architectural Review Board No. 2012-03, at which time the Planning Commission considered the environmental impacts as analyzed in the final Initial Study/Mitigated Negative Declaration for the proposed project; and

WHEREAS, no new environmental impacts or issues were raised during the public hearing; and

NOW, THEREFORE, the Planning Commission of the City of Bell does hereby resolve, determine and order as follows:

Section 1 - The Planning Commission, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring and Reporting Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

- a) Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105; and
- b) Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines; and
- c) Independent Judgment: That the Initial Study/Mitigated Negative Declaration for the Karmos Plaza Development Project represents the independent judgment of the City of Bell; and
- d) Mitigation Monitoring and Reporting Program: That the Mitigation Monitoring and Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures; and
- e) No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Therefore, the Planning Commission determines that the project will not have a significant effect on the environment.

Section 2 - Pursuant to the Bell Municipal Code and in light of the record before it including the staff report dated September 19, 2012, and all evidence and testimony heard at the public hearing for this item, the City Council make the following findings pertaining to Architectural Review Board No. 2012-03:

Finding 1: That the Site for the proposed use is adequate in size, shape and topography to accommodate the proposed use.

Evidence: The site is flat and has been developed previously as a Single Family Dwelling site with detached garage. The site is surrounded by other commercial retail and office uses and the development of a commercial retail building as proposed is compatible with the surrounding land uses. The site is currently comprised of one parcel with 12,500 square feet, which is above the 5,000 square foot minimum parcel size required in the C-3R Zone District. The parcel size and shape are adequate to construct the proposed commercial retail building and accommodate all associated parking, landscaping and circulations need for the proposed project.

Finding 2: That the site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use.

Evidence: The site is served by an existing driveway on Gage Avenue. The Driveway will be relocated to the western side of the property for access into the proposed parking lot. This proposed driveway is adequate to provide movement of vehicles, trucks and pedestrians on and off local streets serving the project. The proposed project has been designed to meet all City standards applicable to commercial uses which include satisfactory pedestrian, vehicular, and truck circulation, emergency vehicle access and on-site and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with applicable standards of the City of Bell.

Finding 3: That all buildings and structures proposed to be constructed or utilized in conjunction with the use will be architectural compatible with existing and prospective uses of land located in the immediate vicinity of the site.

Evidence: The site is located in a commercial corridor of the City and is surrounded on all sides by other commercial uses. The architectural plans for the proposed structure were reviewed by an Architectural Review Board assembled for this particular project, which included city staff, who reviewed the elevation and recommended changes and enhancements that are reflected in the proposed elevations. The proposed building is a typical type V framing structure that has been enhanced through the introduction of various materials, colors and textures to created a harmonious and modern appearance that is architecturally compatible with existing and prospective used of land located in the immediate vicinity of the site.

Finding 4: That the location of the proposed use on the site will be compatible with existing and prospective uses of land in the immediate vicinity of the site.

Evidence: The site is located in a commercial area of the City and is surrounded on all sides by other retail, office, and commercial uses. The adjacent land uses include commercial to the north, commercial to the east, residential uses to the south and commercial to the west. Access to the site is achieved through proposed relocated driveway entrance on Gage Avenue. The entrance design and traffic circulation to and from the project have been reviewed to the satisfaction of the City Engineering Division. The proposed commercial use and project design, with applied conditions of approval, will ensure that the proposed development of the use on the site will be compatible with existing and prospective uses of land located in the immediate vicinity of the site.

Finding 5: That the conduct of the proposed use will be in compliance with the applicable provisions of any specific plan applicable to such site, and with the city's General Plan. (ord. 1129 (part), 1997: prior code § 9266)

Evidence: The Current General Plan Land Use Designation for the project site is "Commercial", which is consistent with its zoning designation of "C-3R" (Commercial) zone. Development standards for parcels in the "C-3R" zone allow commercial uses as proposed. The project meets the development standards of the "C-3R" zone, relative to setbacks, parking, loading, and landscaping. The project site is not in a specific plan.

Section 3: Based upon the findings outlined in Section 2 above, the Planning Commission of the City of Bell hereby takes the following actions:

- a) Approve Permits: Approve Architectural Review Board No. 2012-03 for the construction and operation of a 6 unit 3,735 square foot retail building, including the review of building elevations and other site improvements.; to be constructed on one 12,500 square foot parcel, subject to the Conditions of Approval attached and incorporated herein by reference as Exhibit 1 ; and
- b) Filing Notice: Authorizes the filing of a Notice of Determination; and
- c) Location of Document: The development plans and documents incorporated therein and forming the record of decision therefore, shall be filed with the City of Bell Community Development Department at the Bell City Hall, located at 6330 Pine Avenue, Bell, California, 90201, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2012.

Ali Saleh, Chairman

Approved as to form:

David Aleshire, City Attorney

(Attestation by City Clerk on Separate Page)

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original Resolution No. 2012-xx-PC adopted by the Bell City Council at its regular meeting held on the 19th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

CITY OF BELL
COMMUNITY DEVELOPMENT DEPARTMENT
CONDITIONS OF APPROVAL

PROJECT #: ARB 2012-03
SUBJECT: Karmos Plaza Development
APPLICANT: Angelo Karmos
LOCATION: 4714 Gage Avenue, Bell CA 90201 • APN: 6326-007-012

A. ALL OF THE FOLLOWING CONDITIONS APPLY TO YOUR PROJECT. APPLICANT SHALL CONTACT THE PLANNING DIVISION, (323) 588-6211, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS: General Requirements

Completion
Date

1. Indemnification. The applicant shall indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the applicant with notice of the pendency of such action and shall request that the applicant defend such action. The applicant may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. The applicant shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by City to keep the deposit at such level. The City may ask for further security in the form of a deed of trust to land of equivalent value. If the applicant fails to provide or maintain the deposit, the City may abandon the action and the applicant shall pay all costs resulting therefrom and City shall have no liability to the applicant. The applicant's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The applicant shall have the right, within the first 30 days of the service of the complaint, in its sole and absolute discretion, to determine that it does not want to defend any litigation attacking the City's approvals in which case the City shall allow the applicant to settle the litigation on whatever terms the applicant determines, in its sole and absolute discretion, but applicant shall confer with City before acting and cannot bind City. In that event, the applicant shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. Notwithstanding the applicant's indemnity for claims and litigation, the City retains the right to settle any litigation brought against it in its sole and absolute discretion and the applicant shall remain liable.

____/____/____

2. If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval. _____/_____/_____

3. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement. _____/_____/_____

4. Copies of the signed Planning Commission Resolutions of Approval of Conditions of Approval; and all environmental mitigations shall be included on the plans (full size). The sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect _____/_____/_____

5. The applicant shall be required to pay any applicable Fish and Game fees as shown below. The project planner will confirm which fees apply to this project. All checks are to be made payable to the Clerk of the Board Supervisors and submitted to the Planning Commission Secretary prior to the Planning Commission hearing: _____/_____/_____

- a) Notice of Exemption - \$50 _____
- b) Notice of Determination - \$50 _____
- c) Mitigated Negative Declaration - \$ 2,151.50 _____
- d) Environmental Impact Report - \$2,969.00 _____

6. Prior to issuance of building permits, the following note shall be shown of the final site plan: _____/_____/_____

Vehicular and truck traffic shall not be blocked or restricted except as noted on the approved site plan or as approved by the Community Development Director and County of Los Angeles Fire Department.

B. Time Limits

1. Conditional Use Permit, Architectural Review Board approval shall expire if building permits are not issued or approved use has not commenced within 1 year from the date of approval. _____/_____/_____

C. Site Development

1. The site shall be developed and maintained in accordance with the approved plans which include, site plans, architectural elevations, exterior materials and colors, landscaping and grading on file in the Community Development Department, the conditions contained herein, and the Zoning Code. _____/_____/_____

2. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Community Development Director. _/_/_
3. Occupancy of the facilities shall not commence until such time as all Uniform Building Code and State Fire regulations have been complied with. Prior to occupancy, plans shall be submitted to the County of Los Angeles County Fire Department and the Building and Safety Division to show compliance. The buildings shall be inspected for compliance prior to occupancy. _/_/_
4. Revised site plans and building elevations incorporating all Conditions of Approval shall be submitted for Community Development Director for review and approval prior to the issuance of building permits. _/_/_
5. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Bell; prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.). _/_/_
6. Approval of this request shall not waive compliance with all sections of the Bell Municipal Code, all other applicable City Ordinances, and Development Codes in effect at the time of building permit issuance. _/_/_
7. A lighting plan, including a photometric diagram, 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. The Plan shall be reviewed and approved by the Community Development Director and Police Department prior to the issuance of building permits. _/_/_
8. Trash receptacle(s) are required and shall meet City standards. The final design, locations, and the number of trash receptacles shall be subject to Community Development Director review and approval prior to the issuance of building permits. _/_/_
9. All ground-mounted utility appurtenances such as transformers, AC condensers, etc., shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director. _/_/_
10. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination. _/_/_
11. All parkways, open areas, and landscaping shall be permanently maintained by the property owner, or other means acceptable to the City. _/_/_

- 12. The developer shall submit a construction access plan and work schedule for the development of the project for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing. _/_/_
- 13. Walls and fencing shall be developed consistent with the approved site plan and any applicable conditions of approval. _/_/_
- 14. Graffiti shall be removed within 72 hours at the sole cost and expense of the property owner. _/_/_
- 15. The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours. _/_/_

D. Building Design

- 1. Prior to issuance of building permits the applicant shall demonstrate that the project is designed and will be built to meet the California 2010 Green Building Standards Code (CALGREEN) requirements for the appropriate building size category and use type. _/_/_
- 2. All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be screened from all sides and the sound shall be buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically more than 18 inches above the roof or roof parapet, shall be screened by an architecturally designed enclosure which exhibits a permanent nature with the building design and is detailed consistent with the building. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically less than 18 inches above the roof or roof parapet shall be painted consistent with the color scheme of the building. Details shall be included in building plans. _/_/_

E. Parking and Vehicular Access (indicate details on building plans)

- 1. Handicap accessible stalls shall be provided as called for in the Bell Municipal Code. _/_/_
- 2. Prior to Issuance of Building Permits, the applicant shall demonstrate compliance with the parking requirements for the project at the following ratios: _/_/_
 - a. *Office - 1 space per 200 square feet*
 - b. *Commercial - 1 space per 200 square feet*
 - c. *Restaurant- 1 space per 100 square feet*

F. Landscaping

1. A detailed landscape and irrigation plan, shall be prepared by a licensed landscape architect and submitted for Community Development Director for review and approval prior to the issuance of building permits. _/_/_
2. A minimum of 20% of trees planted within industrial projects shall be specimen size trees - 24-inch box or larger. _/_/_
3. Within parking lots, trees shall be planted at a rate of one 15-gallon tree for every two parking stalls. _/_/_
4. The final design of the parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan which may be required by the Cities of Bell _/_/_
5. Landscaping and irrigation systems required to be installed within the public right-of-way on the perimeter of this project area shall be continuously maintained by the developer. _/_/_
6. Landscaping and irrigation shall be designed to conserve water through the principles of water efficient landscaping and meet all applicable standards for the Cities of Bell. _/_/_

G. Signs

1. The signs indicated on the submitted plans are conceptual only and not a part of this approval. Any signs proposed for this development shall comply with the Sign Ordinance and shall require separate application and approval by the Community Development Director prior to installation of any signs. _/_/_

H. Environmental

1. Mitigation measures are required for the project. The applicant is responsible for the cost of implementing said measures, including monitoring and reporting. Applicant shall be required to post cash, letter of credit, or other forms of guarantee acceptable to the Community Development Director, prior to the issuance of building permits, guaranteeing satisfactory performance and completion of all mitigation measures. These funds may be used by the City to retain consultants and/or pay for City staff time to monitor and report on the mitigation measures. Failure to complete all actions required by the approved environmental documents shall be considered grounds for forfeit. _/_/_
2. In those instances requiring long term monitoring (i.e.) beyond final certificate of occupancy), the applicant shall provide a written monitoring and reporting program to the Community Development Director prior to issuance of building permits. Said program shall identify the reporter as an individual qualified to know whether the particular mitigation measure has been implemented. _/_/_
3. 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.

- a. *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.*
- b. *Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks 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 NOX emissions requirements*
- c. *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:*
 - 1) *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.*
 - 2) *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 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.*
 - 3) *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.*
- d. *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.*
- e. *Use low sulfur fuel for stationary construction equipment. This is required by SCAQMD Rules 431.1 and 431.2.*
- f. *Utilize existing power sources (i.e., power poles) when available. This measure would minimize the use of higher polluting gas or diesel generators.*
- g. *Configure construction parking to minimize traffic interference.*
- h. *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*

J. Site Development

1. Plans shall be submitted for plan check and approved prior to construction. All plans shall be marked with the project file number. The applicant shall comply with the latest adopted California Codes, and all other applicable codes, ordinances, and regulations in effect at the time of permit application. _/_/_
2. Prior to issuance of building permits for a new commercial or industrial development project or major addition, the applicant shall pay development fees at the established rate. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division prior to permits issuance. _/_/_
3. Construction activity shall not occur between the hours of 8:00 p.m. and 6:00 a.m. Monday through Saturday, with no construction on Sunday or holidays. _/_/_
4. Construction related truck trips shall not occur between the hours of 7:00 – 9:00 AM and 4:00 – 6:00 PM. _/_/_

K. New Structures

1. Provide compliance with the 2010 California Building Code (CBC) for property line clearances considering use, area, and fire-resistiveness. _/_/_
2. Provide compliance with the 2010 California Building Code for required occupancy separations. _/_/_
3. Upon tenant improvement plan check submittal, additional requirements may be needed. _/_/_

L. Existing Structures

1. Existing sewage disposal facilities shall be removed, filled and/or capped to comply with the California Building and Plumbing Codes. _/_/_
2. Underground on-site utilities are to be located and shown on building plans submitted for building permit application. _/_/_
3. Upon tenant improvement plan check submittal, additional requirements may be required. _/_/_
4. 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 appropriately permitted facility. _/_/_

M. Grading

1. Grading of the subject property shall be in accordance with California Building Code, City Grading Standards, and accepted grading practices. Prior to issuance of grading permit by the City of Bell, the final grading (precise grading) plan shall be in substantial conformance with the approved grading plan showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion and sediment control, Best Management Practices (BMPs) conforming to the approved Standard Urban Stormwater Management Plan (SUSMP), and other pertinent information. _ / _ / _

2. A soils report shall be prepared by a qualified engineer licensed by the State of California to perform such work. _ / _ / _

3. 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.

4. Prior to issuance of any grading permit, the Grading Plan shall incorporate all engineering identified by the City Engineer. _ / _ / _

5. 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 will reduce short-term fugitive dust impacts on nearby sensitive receptors and shall be noted on the grading plans: _ / _ / _
 - a. *All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;*
 - b. *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;*
 - c. *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;*
 - d. *All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;*
 - e. *Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;*
 - f. *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;

- g. *On-site vehicle speed shall be limited to 15 miles per hour;*
 - h. *All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;*
 - i. *Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;*
 - j. *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;*
 - k. *Reroute construction trucks away from congested streets or sensitive receptor areas;*
 - l. *Track-out devices shall be used at all construction site access points; and*
 - m. *All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.*
6. The final grading plan, appropriate certifications and compaction reports shall be completed, submitted, and approved by the Building and Safety Division prior to the issuance of building permits. _ / _ / _
7. A separate grading plan check submittal is required for all new construction projects and for existing buildings where improvements being proposed will generate 50 cubic yards or more of combined cut and fill. The grading plan shall be prepared, stamped, and signed by a California registered Civil Engineer. _ / _ / _
8. The following note shall be placed on the grading plan prior to issuance of grading permit: _ / _ / _

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 made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98 and California Health and Safety Code Section 7050.5 determined; within two working days of notification of the discovery. 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 descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains

9. The following note shall be placed on the grading plan prior to issuance of grading permit: _____/_____/_____

The final grading plan for this parcel shall be substantially the same, specifically with regard to pad elevations, size, and configuration. If there is a significant deviation between the two plans the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision.

10. The following note shall be placed on the grading plan prior to issuance of grading permit: _____/_____/_____

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.

11. Prior to issuance of a grading permit, the developer shall guarantee completion of grading by posting adequate security and entering into a grading agreement with the City. _____/_____/_____

APPLICANT SHALL CONTACT THE ENGINEERING DIVISION, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

N. Traffic

1. All approved project driveways shall remain open to traffic during business hours and all other times when vehicles are expected to enter or exit the site. _____/_____/_____
2. On-street parking or staging of vehicles will not be permitted to occur in conjunction with operation of the project facility. If actual parking or loading demand exceeds that provided, the project applicant shall either reconfigure the site to accommodate the demand or provide additional parking offsite within a reasonable walking distance. The design and construction of any site reconfiguration is subject to City review and approval. The arrangements for offsite parking, as well as any associated design and construction, are subject to City review and approval. _____/_____/_____

3. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall construct/reconstruct improvements as necessary to provide sidewalk across the entire Gage Avenue frontage to the satisfaction of the City Engineer. Obstructions such as power poles shall be relocated as part of these improvements. _ / _ / _

O. Street Improvements

1. Prior to issuance of Certificate of Occupancy, Improvement Plans and Construction shall be completed:
- a. *Prior to any work being performed in public right-of-way, fees shall be paid and a construction permit shall be obtained from the Engineering Services Division, in addition to any other permits required.* _ / _ / _
 - b. *Concentrated drainage flows shall not cross sidewalks. Under sidewalk drains shall be installed to City Standards.* _ / _ / _
 - c. *All driveway approaches, ADA ramps, sidewalk, curb, gutter, signs, median, landscape and street lights shall conform to the applicable City of Bell standards, ordinances and policies.* _ / _ / _
2. Water improvement plans including distribution system and appurtenances shall be approved by the County of Los Angeles Fire Marshal, the Water District/Company, and the City Engineer. Sanitary sewer plans shall be approved by the Los Angeles Sanitary Sewer District and the City Engineer. _ / _ / _

P. Drainage and Flood Control

1. Prior to the issuance of a grading permit, the applicant shall prepare a Standard Urban Stormwater Mitigation Plan (SUSMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Los Angeles County Stormwater Management Plan. Particular attention should be addressed to the appendix section "Best Management Practices for New Development." The SUSMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the Los Angeles County SUSMP template and shall be submitted to the City Engineer for review and approval. _ / _ / _
2. Prior to the issuance of a certificate of occupancy, the developer shall demonstrate that all structural Best Management Practices (BMP) described in the project's Standard Urban Stormwater Management Plan (SUSMP) have been constructed and installed. In addition, the developer is prepared to implement all non-structural BMP's described in the project's SUSMP. Two (2) copies of the SUSMP shall be available on-site. Prior to the issuance of a certificate of occupancy, all equipment shall be in place and in good working order as indicated in the SUSMP. _ / _ / _

3. 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. _____/_____/_____

Q. Utilities

1. Provide underground utility services including sanitary sewerage system, water, gas (optional), electric power, telephone, and cable TV in accordance with the Utility Standards. Easements shall be provided as required. _____/_____/_____
2. The developer shall be responsible for the relocation of existing utilities as necessary. _____/_____/_____
3. Water and sewer plans shall be designed and constructed to meet the requirements of the Los Angeles County Sanitation District (Sanitation District), California Water Service Company (Cal Water), and the County of Los Angeles Fire Department (Fire Department). Letters of compliance from the Sanitation District, Golden State Water, and the Fire Department are required. _____/_____/_____
4. Approvals have not been secured from all utilities and other interested agencies involved. Approval of the final parcel map will be subject to any requirements that may be received from them. _____/_____/_____

R. General Requirements and Approvals

1. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. _____/_____/_____
2. Prior to issuance of Certificate of Occupancy, all existing and new utilities including overhead power lines adjacent to and on-site shall be placed underground. _____/_____/_____

APPLICANT SHALL CONTACT THE POLICE DEPARTMENT AND OBTAIN WRITTEN APPROVAL FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

S. Security Lighting

1. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo sensor cells. _____/_____/_____
2. All buildings shall have minimal security lighting to eliminate dark areas around the buildings, with direct lighting to be provided by all entryways. Lighting shall be consistent around the entire development. _____/_____/_____
3. Lighting in exterior areas shall be in vandal-resistant fixtures. _____/_____/_____

T. Building Numbering

1. Numbers and the backgrounds shall be of contrasting color and shall be reflective for nighttime visibility. _____/_____/_____

U. County of Los Angeles Fire Department

1. APPLICANT SHALL CONTACT THE LOS ANGELES COUNTY FIRE DEPARTMENT, FOR COMPLIANCE WITH FIRE REGULATIONS. PRIOR TO ISSUANCE OF BUILDING PERMIT PROOF OF PLAN CHECK INCLUDING FIRE SPRINKLER PLAN APPROVAL IS REQUIRED.

____/____/____

**EXHIBIT 2
Mitigated Negative Declaration**

AND

**EXHIBIT 3
Mitigated Monitoring and Reporting Program**

ARE UNDER SEPARATE COVER

RESOLUTION NO. 2012-66-PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE KARMOS PLAZA DEVELOPMENT PROJECT, INCLUDING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE CONSTRUCTION AND OPERATION OF 3,735 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 905 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL;; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES; 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012)

WHEREAS, the Planning Commission of the City of Bell has reviewed the Karmos Plaza Development Project, at a meeting of September 19, 2012; and

WHEREAS, an Initial Study/Mitigated Negative Declaration was prepared for this project and was circulated to the public on August 31, 2012 and is included as Exhibit 1 to this Resolution; and

WHEREAS, the Initial Study/Mitigated Negative Declaration contained mitigation measures designed to reduce environmental impacts to a less than significant level; and,

WHEREAS, based on information contained in the final Initial Study/Mitigated Negative Declaration, the impacts of the Karmos Plaza Development Project have been reduced to a less than significant level; and

WHEREAS, the Planning Commission On September 19, 2012 conducted a duly noticed public hearing for the project and considered the environmental impacts as analyzed in the final Initial Study/Mitigated Negative Declaration; and

WHEREAS, no new environmental impacts or issues were raised during the public hearing; and

NOW, THEREFORE, the Planning Commission of the City of Bell does hereby resolve, determine and order as follows:

Section 1 – The Planning Commission, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring and Reporting Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

- a. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105; and
- b. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines; and
- c. Independent Judgment: That the Initial Study/Mitigated Negative Declaration for the Karmos Plaza Development Project represents the independent judgment of the City of Bell; and
- d. Mitigation Monitoring Program: That the Mitigation Monitoring Program, included as Exhibit 2 to this Resolution, is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures; and
- e. No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the Planning Commission determines that the project will not have a significant effect on the environment; and

Section 2: Based upon the findings outlined in Section 1 above, the Planning Commission of the City of Bell hereby takes the following actions:

- a. Adopt Mitigated Negative Declaration: Adopt the Mitigated Negative Declaration for the Karmos Plaza Development Project; and
- b. Filing Notice: Authorizes the filing of a Notice of Determination; and
- c. Location of Document: The development plans and documents incorporated therein and forming the record of decision therefore, shall be filed with the City of Bell Community Development Department at the Bell City Hall, located at 6330 Pine Avenue, Bell, California, 90201, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2012.

Ali Saleh, Chairman

Approved as to form:

David Aleshire, City Attorney

(Attestation by City Clerk on Separate Page)

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original Resolution No. 2012-66-PC adopted by the Bell City Council at its regular meeting held on the 19th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

EXHIBIT 1
Mitigated Negative Declaration (Under Separate Cover)

EXHIBIT 2
Mitigation Monitoring and Reporting Program

CITY OF BELL
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

1. Project Title: Karmos Plaza Development
2. Lead Agency Name and Address: City of Bell
6330 Pine Ave., Bell, CA 90201
3. Contact Person and Phone Number: Carlos Chacon (323) 588-6211
4. Project Location: 4714 Gage Ave.
Bell, Ca, 90201
5. Project Sponsor's Name: Angelo Karmos
and Address 4660 E. Gage Ave.
Bell, CA, 90201
6. General Plan Designation: The General Plans designation is considered Commercial.
7. Zoning: C-3R
8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)
Karmos Plaza Development is proposing the construction of a 6-unit retail space along Gage Ave. between Mayflower and Vinevale. If approved, the project will contain the following improvements:
 - Demolition of existing 1,412 sq ft single family residence
 - Construction of 3,735 sq ft of single story retail space consisting of 6 units divided as follows:
 - o unit #1- proposed fast food restaurant 645 sq ft
 - o unit #2- proposed retail 618 sq ft
 - o unit #3- proposed retail 618 sq ft
 - o unit #4- proposed retail 618 sq ft
 - o unit #5- proposed retail 618 sq ft
 - o unit #6- proposed retail 618 sq ft
 - Construction of 21 parking spaces covering approx. 6,400 sq ft.
 - Construction of 24 ft wide driveway approach along Gage Ave.
 - Landscaping of 7.24% of gross lot area, equivalent to 905 sq ft.
 - Construction of approx. 1037 sq ft. of 4" thick concrete pedestrian walk
9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)
The project site is located along the commercial corridor of Gage Ave. in between the residential streets of Prospect Ave. and Vinevale Ave. The site is bordered by medium density residential to the south, and commercial to the West, East and North.
10. Other public agencies whose approval is required: (e.g. permits, financing approval, or participation agreement). California Environmental Quality Site Plan Review, Architectural Review Board

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The following Initial Study indicates that the project may result in potential environmental impacts in the following marked categories:

Aesthetics	Agricultural Resources	Air Quality
Biological Resources	Cultural Resources	Geology/Soils
Hazards/Hazardous Materials	Hydrology/Water Quality	Land Use/Planning
Mineral Resources	Noise	Population/Housing
Public Services	Recreation	Transportation/Traffic
Utilities & Service Systems	Mandatory Findings of Significance	

ENVIRONMENTAL DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the Environment and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION has been prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Director of Community Development

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards and state whether such effects were addressed by mitigation based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less Than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

INITIAL STUDY

A. INITIAL STUDY CHECKLIST

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					

1. AESTHETICS -- Would the project:

a) Have a substantial adverse effect on a scenic vista?					X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?					X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X	

2. AGRICULTURE RESOURCES (In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland.) Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?					X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?					X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?					X

3. AIR QUALITY – (Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.) Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?					X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?					X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X	

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					

d) Expose sensitive receptors to substantial pollutant concentrations?				x	
e) Create objectionable odors affecting a substantial number of people?					x

4. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?					x
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?					x
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?					x
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?					x
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?					x
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?					x

5. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5	1. pg 10 tbl 1		x		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?					x
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					x
d) Disturb any human remains, including those interred outside of formal cemeteries?					x

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					

6. GEOLOGY AND SOILS -- Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:					x
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Div. of Mines and Geology Special Pub. 42.)					x
ii) Strong seismic ground shaking?					x
iii) Seismic-related ground failure, including liquefaction?					x
iv) Landslides?					x
b) Result in substantial soil erosion or the loss of topsoil?				x	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					x
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?					x
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?					x

7. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?					x
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?					x
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?					x
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?					x

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?					x
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?					x
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?					x
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?					x

8. HYDROLOGY AND WATER QUALITY -- Would the project:

a) Violate any water quality standards or waste discharge requirements?					x
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?					x
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?					x
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				x	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?					x
f) Otherwise substantially degrade water quality?					x
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?					x
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?					x

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?					X
j) Inundation by seiche, tsunami, or mudflow?					X

9. LAND USE AND PLANNING -- Would the project:

a) Physically divide an established community?					X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?					X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?					X

10. MINERAL RESOURCES -- Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?					X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?					X

11. NOISE -- Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?					X

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?					x

12. POPULATION AND HOUSING -- Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?					x
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?					x
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?					x

13. PUBLIC SERVICES: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?					x
Police protection?					x
Schools?					x
Parks?					x
Other public facilities?					x

14. RECREATION:

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?					x
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?					x

15. TRANSPORTATION/TRAFFIC -- Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				x	
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?					x

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?					X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?					X
e) Result in inadequate emergency access?					X
f) Result in inadequate parking capacity?					X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?					X

16. UTILITIES AND SERVICE SYSTEMS -- Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?					X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?					X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?					X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?					X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?					X
g) Comply with federal, state, and local statutes and regulations related to solid waste?					X

17. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?					X
--	--	--	--	--	---

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?					x
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?					x

SOURCE REFERENCES:

1.	City of Bell General Plan, Adopted April 6, 1987, amended October 7, 1996
2.	City of Bell General Plan EIR, October 1, 1986
3.	CEQA Air Quality Handbook, South Coast Air Quality Management District, April 1993
4.	Intentionally left blank
5.	Field Observations of the site and the surrounding area
6.	
Note: The preceding source documents are available for public review at the City of Bell Administrative Offices, 6330 Pine Avenue, Bell, CA 90201	

Aesthetics

Project activities likely to create an impact:

- Mobilization of construction equipment
- Redirection of traffic
- Movement of vehicles and trucks to transport personnel and materials to the site during construction
- Noise and dust from demolition operations
- Lighting for night work

C.) Substantially degrade the existing visual character or quality of the site and its surroundings?

Demolition of existing infrastructure will degrade the visual character of the site, but is temporary, and when complete the improvements will have upgraded the visual character of the site.

Mitigation Measure**AES-1**

Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding uses in order to minimize public views of construction equipment. Appropriate screening (i.e.: temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material.

D.) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

The project itself will not create a new source of light, but night time construction activities may require the use of light plants. Temporary light sources may be directed north to prevent disturbance of the residential neighborhood. New Parking lot lighting will be mitigated with appropriate shielding.

Mitigation Measure**AES-2**

Prior to occupancy of the Karmos Development Project, all on-site lighting shall be shielded and confined within the site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. Parking lighting shall be shielded for zero glare spill off. All such light fixtures shall be noted on project plans.

Air Quality

Project activities likely to create an impact:

- Use of construction equipment
- Use of vehicles to transport materials and personnel to and from the site during construction
- Use of generators to power support systems, which include pumps, work lights, and administrative facilities
- Demolition and movement of construction equipment, which will generate dust

C.) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

On-site equipment will produce emissions, but will be mitigated using the following measures:

- Idling time will be minimized, not to extend beyond 5 minutes

- All equipment will be maintained in accordance with manufacturer specifications, equipped with the best available control technologies for emissions, and required to meet current CARB standards
 - Electric power will be used where feasible. Fugitive dust will be moderated with water as needed.

Mitigation Measures

AQ-1

Prior to the 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.

D.) Expose sensitive receptors to substantial pollutant concentrations?

The project site is surrounded by residential and commercial uses that expose people to the daily air quality risks of dust and emissions from construction. However, emissions will not be significant enough to create an impact.

Cultural Resources

A.) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5.

The existing structure on the site is listed as a historic structure within the City of Bell General Plan. However, the building is of negligible historical significance. Therefore the project will require that the environmental mitigation consist of the applicant hire an architectural consultant that will create a set of construction drawing plans, document photos to file the historical significance of the site with the City and the local Public Library. A technical report shall be prepared and include a catalogue of the items noted.

Geology and Soils

Project activities likely to create an impact:

- Open excavations
- Removal of existing storm drainage/Installation of new storm drainage

B.) Result in substantial soil erosion or the loss of topsoil?

During construction, excavations will expose soil to the weather, making them prone to flooding and destabilization in a major rain event, particularly due to runoff from surrounding roadways. This can be mitigated by minimizing the time that excavations are open and installing the storm drainage structures as soon as possible.

Mitigation Measure

GEO-1

The project will be subject to compliance with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) Storm Water General Construction Permit for construction activities. Prior to grading approval, the project applicant shall ensure that the project complies with Chapter 13.08, Storm water and urban run-off 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.

Hydrology and Water Quality

Project activities likely to create an impact:

- Open excavations
- Removal of existing storm drainage/Installation of new storm drainage
- Replacement of permeable surfaces with impermeable

D.) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

The current permeable yard space will be replaced with an impermeable parking area and pedestrian walkway. The impacts will be minimal with an adequate drainage system.

Mitigation Measure

HWQ-1

The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for During Grading Plan Process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No. 2009-0009DWQ, including implementation for all recommended Best Management Practices (BMPs) both post and pre-construction.

Noise

Project activities likely to create an impact:

- Use of construction equipment
- Use of vehicles to transport materials and personnel to and from the site during construction
- Use of generators to power support systems, which include pumps, work lights, and administrative facilities
- Potential night work
- Change from residential to commercial use

a.) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

It is anticipated that the project will produce excess noise within the area. Although not located near any noise sensitive land uses, construction operations will contribute to the noise generated by the nearby Gage Ave.

b.) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?

Ground borne vibrations and noise levels will be confined to the project site during construction activities. Operations will not involve significant subsurface work – vibrations will most likely be attributed to milling and soil compaction, which are minimal.

c.) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

The conversion from residential use to commercial will result increased noise levels. Since the project is located in a commercial corridor this impact will be negligible.

- d.) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*
During the course of construction noise level will rise but this will be temporary.

Transportation/Traffic

Project activities likely to create an impact:

- Increased traffic activity during construction, particularly during installation of driveway
- Increased traffic due to commercial designation

- a.) *Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?*

Traffic will increase during construction and continue as the transition to commercial designation will be accompanied by more vehicle trips. However, the scale of the project will make this contribution minimal as Gage Ave. is already a heavily traveled corridor.

Utilities and Service Systems

- b.) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

The project as proposed will require the construction of new storm water treatment facilities including compliance with NPDES Best Management Practices both pre and post construction monitoring plan.

ENVIRONMENTAL QUALITY ACT MITIGATED NEGATIVE DECLARATION

APPLICANT: City of Bell, 6330 Pine Avenue, Ca 90201

PROJECT ADDRESS: 4714 Gage Avenue

TYPE OF PERMIT: Architectural Review Board 2012-03

DESCRIPTION OF PROPOSED PROJECT:

The Karmos Plaza Development Project proposes the development of a 3,735 square-foot retail building and associated parking on the 12,500 square foot project site. The project site is located within the southwestern portion of the City of Bell at 4714 Gage Avenue.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION has been prepared.

I DECLARE THAT I HAVE EXAMINED THE PLANS FOR THE ABOVE CAPTIONED PROJECT AS SUBMITTED BY THE APPLICANT AND ON THE BASIS OF THE "ASSESSMENT OF ENVIRONMENTAL QUESTIONAIRE" ON FILE IN MY OFFICE AS A PUBLIC DOCUMENT, IT IS IN MY OPINION THAT THIS PROJECT WILL HAVE NO SIGNIFICANT IMPACT UPON THE ENVIRONMENT WITHIN THE MEANING OF THE ENVIRONMENTAL QUALITY ACT OF 1970

DATE: 9/19/12

Joe Perez
Community Development Director
City of Bell

ANY PERSON MAY FILE A PROTEST TO THIS NEGATIVE DECLARATION WITH THE PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF THE PERMIT OR APPROVAL OF THE PROJECT. THE PROTEST MUST BE IN WRITING AND MUST STATE THE ENVIRONMENTAL FACTORS ON WHICH THE PROTEST IS BASED ON ONE OR MORE SIGNIFICANT ENVIRONMENTAL FACTORS NOT PREVIOUSLY CONSIDERED OR WHICH, IN THE OPINION OF THE REVIEWER, SHOULD BE RECONSIDERED, AND WHICH MAY HAVE SUBSTANTIAL ADVERSE EFFECT ON THE ENVIRONMENT, THE PERMIT SHALL BE SUSPENDED AND AN EIR SHALL BE PROCESSED. THE DECISION OF THE REVIEWER SHALL BE FINAL. COPIES OF THE NEGATIVE DECLARATION MAY BE OBTAINED FOR ONE DOLLAR (\$1.00) [PRICE BASED ON COST OF REPRODUCTION]

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
AESTHETICS						
AES-1	Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding uses in order to minimize public views of construction equipment. Appropriate screening (i.e.: temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material.	Review of Project Plans	Prior to issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor		
AES-2	Prior to occupancy of the Karmos Development Project, all on-site lighting shall be shielded and confined within the site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. Parking lighting shall be shielded for zero glare spills off. All such light fixtures shall be noted on project plans.	Review of Project Plans	Prior to issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor		
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:	Review of Project Plans; Construction Inspections	Prior to issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor		

67

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE			
					Initials	Date	Remarks	
	<ul style="list-style-type: none"> All active portions of the construction site shall be watered every three hours during daily construction activities and when dust 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 							

68

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE			
					Initials	Date	Remarks	
	<p>feasible, watered twice daily, or chemically stabilized;</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <ul style="list-style-type: none"> • 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 	<p>Review of Project Plans; Construction Inspections</p>	<p>Prior to Issuance of Grading Permit; During Construction</p>	<p>City of Bell Engineering and Building Departments; Construction Contractor</p>				

69

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE	
					Initials	Date
	<p>Rule 2449.</p> <ul style="list-style-type: none"> Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks 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 NOx 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: <ul style="list-style-type: none"> 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 					

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	<p>meet the Tier 4 emission standards, where available. 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.</p> <ul style="list-style-type: none"> 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. 						

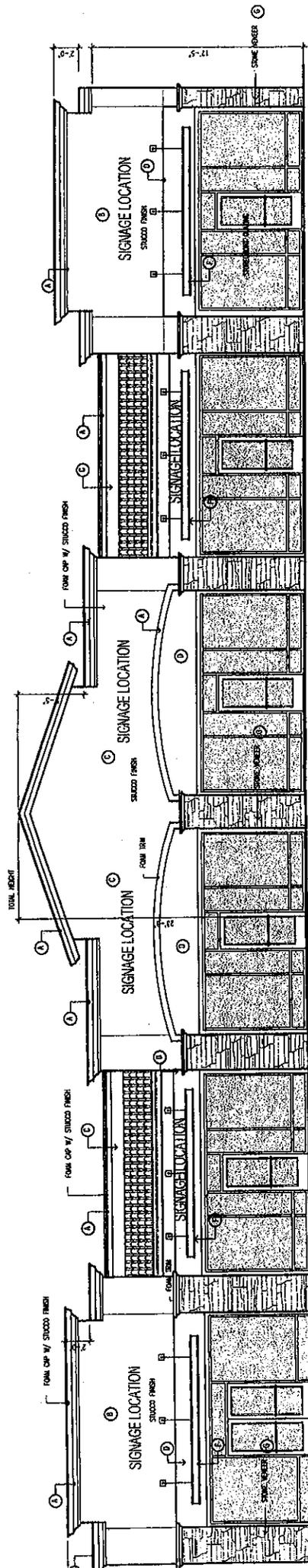
Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	
	<ul style="list-style-type: none"> Minimize obstruction of through-traffic lanes and provide temporary traffic controls such as a flag person during all phases of construction when needed to maintain 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	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; Project Archaeologist (if required)			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE	
					Initials	Date
CUL-2	<p>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.</p> <p>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.</p>	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; Project Paleontologist (if required)		
CUL-3	<p>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</p>	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; County Coroner (if required)		

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
CUL-4	persons it believes to be the most likely descended from the deceased Native American. The descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains. Prior to the issuance of any demolition permit, the project will require that the environmental mitigation consist of the applicant hire an architectural consultant that will create a set of construction drawing plans, document photos to file the historical significance of the site with the City and the local Public Library. A technical report shall be prepared and include a catalogue of the items noted.	Monitoring During Grading Activities	During Grading Activities	City of Bell Planning Department			
GEOLOGY AND SOILS							
GEO-1	Prior to issuance of any grading permit, the Grading Plan shall incorporate recommendations identified by the City Engineer.	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 <i>City of Bell Municipal Code</i> . 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	Completion of ACM and LBP Survey	Prior to the Issuance of Grading or Building Permit	City of Bell Engineering and Building Departments			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE	
					Initials	Date
	shall be removed and disposed of at an appropriate permitted facility.					
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 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	Review of Project Plans	Prior to the Issuance of Grading or Building Permit	City of Bell Engineering and Building Departments		

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	prior to the issuance of Grading or Building Permits.						
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			



CONCRETE FINISH BASE
SIGNAGE/ROOF GARDING

1 WEST ELEVATION
SCALE: 1/8"=1'-0"

City of Bell Agenda Report

DATE: September 19, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Consultant

APPROVED: 

BY: Doug Willmore, City Manager

SUBJECT: Consideration to Approve a Three-Year Building and Safety Contract Services with Interwest Consulting Group (Continued from September 12, 2012 meeting)

RECOMMENDATION:

Approve a three-year contract agreement with Interwest Consulting Group to provide building and safety services and authorize the City Manager to execute the Contract Agreement in an amount not to exceed \$699,775.

BACKGROUND:

Prior to September 2010, a consulting firm provided contract building and safety services consisting of a part time Chief Building Official, a full time Building Inspector and a full time Permit Technician. After September 2010, the previous consulting firm was relieved of the contract service and a full-time Building Inspector and Permit Technician from this previous consulting firm to provide building and safety services. Also at this time, the City used four on-call plan check providers from four separate consulting firms in a weekly rotation.

As of last May, the City has one full-time Permit Technician (City employee) and an interim part-time Building Inspector from the City Engineer's firm (Interwest Consulting Group) to provide the necessary inspections for the vacated Building Inspector position. The City does not currently have a Building Official.

At its May 16, 2012 regular meeting, the City Council considered improving the Building and Safety Division's operational and service delivery by having one consulting firm provide a part time Building Official, a part time Building Inspector and plan check service. By having one firm provide these vital services, the communication, efficiency and quality control within the Division would be greatly enhanced. Since these advantages would ultimately result in a significant improvement in service to residents and businesses, the City Council authorized the issuance of a Request for Proposal (RFP) for Building and Safety contract services. The City Council also appointed Council Members Danny Harber and Nestor Valencia to be on the Ad Hoc Committee for the selection of the consulting firm.

DISCUSSION:

On June 7, 2012, the RFP was sent to 10 consulting firms via electronic mail and was posted on City's Website. The deadline to submit the RFP was on June 25, 2012. The City received timely responses from six consulting firms while the other four consulting firms did not respond. Because two consulting firms did not have Spanish speaking Building Inspector, which was a criteria in the RFP, these two firms were not included in the Ad Hoc Committee interview process. On August 17, 2012, the Ad Hoc Committee consisting of Council Members Danny Harber and Nestor Valencia, City Manager Doug Willmore and Interim Community Development Director Nancy Fong conducted an oral interview of the four candidate firms. The firms were evaluated on the following factors:

1. The firm's proposal and presentation (20 points)
2. The firm's experiences, qualifications, and its proposed personnel on providing similar building and safety services to a public agency (20 points)
3. The firm's knowledge of public agencies, particularly municipalities, and understanding of the City's needs and requirements (20 points)
4. The firm's proposed management approach in meeting the City's needs (20 points)
5. The firm's ability to provide sound administrative processes including, but not limited to: the use of cost controls; the timely submittal of accurate invoices; the ability to monitor and stay within the budget; the review of schedules and timeframes; and the use of effective techniques to complete projects within proposed timeframes. (20 points)

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

TABLE - SUMMARY OF RATINGS

Consulting Firm	Office Location	Rating	Hourly Rates
Interwest Consulting Group	Huntington Beach, CA	93	\$95 Building Official \$75 Building Inspector 53% of plan check fees
Transtech Engineering	Walnut, CA	81	\$125 Building Official \$70 Building Inspector 55% of plan check fees
Charles Abbott & Associates	Mission Viejo, CA	80	\$95 Building Official \$75 Building Inspector 65% of plan check fees
Willdan Engineering	Industry, CA	70	\$145 Building Official \$90 Building Inspector 75% of plan check fees

FISCAL IMPACT:

A. Current Fiscal Year Budgeted Revenue and Expenditure:

Building and Safety contract services are typically paid for with a portion of the building plan check fees and various permits fees collected by the City. The Fiscal Year 2012-13 budget includes an anticipated expenditure of \$88,000 for building and safety services and plan check services.

Based on the fees proposed by the recommended consulting firm, Interwest Consulting Group, the total estimated cost for a part time Building Official at 8 hours per week and a part time Building Inspector at 15 hours per week is about \$98,020. The estimated cost for the plan check service provided by Interwest Consulting Group is about \$30,000. The total minimum contract cost for these building and safety services and plan check services is \$128,020.

Although this fiscal year's budgeted expenditure of \$88,000 is lower than the \$128,020 anticipated under the proposed contract, the budget revenue amount of \$180,570 for permit and plan check fees will more than cover the contract services cost.

B. Base Line Cost for Contract Services:

Interwest Consulting Group has agreed to provide the City with both the Building Official and Building Inspector for the first two months of the contract (i.e. October and November 2012) at no cost to the City. This is a significant savings to the City's budget. Furthermore, Interwest Consulting Group has proposed a graduated flat rate billing for administration and inspection services as follows:

- 95% of permit fees for fees up to \$100,000, plus
- 80% of permit fees for fees between \$100,000 and \$200,000, plus
- 65% of permit fees for exceeding \$200,000
- Plan check services are 53% of plan check fees.

The flat rate contract services will include a Building Official working more than 8 hours weekly and Building Inspector working more than 15 hours weekly. The purpose of the proposed flat rate billing is to provide City with cost stability. The consultant will have to work as many hours as they need to deliver the required services at the same graduated cost of 95%, 80% or 65% of permit fees. By applying the flat rate proposed by Interwest Consulting Group to the budgeted revenue for permit fees (\$135,570) and plan check fees (\$45,000), the baseline cost for the proposed contract services is about \$147,306. Provided below is a table summarizing the calculation for the baseline cost:

A. Plan Check	\$ 23,850	53% of \$45,000
B. Permit	\$123,456	95% of \$100,000 + 80% of \$35,570
Total Base Line Cost	\$147,306	

This contract amount of \$147,306 is still within the budgeted revenue. We believe this graduated flat rate would be an acceptable billing structure for the City as long as the contract agreement stipulates that the Building Official and Building Inspector work on-site a minimum of 8 hours weekly and 15 hours weekly respectively.

C. One Time Additional Revenue and Expenditure:

However the base line cost anticipated by staff does not include any new development as in the Bandini Industrial project or other new retail development. The nature of community development is that the increase in development and permit activities will have a direct correlation to an increase in fees and contract services costs. At the writing of this staff report, the developer of the Bandini Industrial project has submitted for plan check. This development project has a valuation of approximately \$20 million based on the 2006 Marshall and Swift building cost data book adopted by Los Angeles County. The Bandini project represents a significant increase in plan check (\$162,571) and building permit (\$195,868) fees totaling approximately \$358,439 for this fiscal year. The increase in contract services for plan check and inspections based on a flat rate of 53% of the plan check fees (\$162,571) and 95% (\$100,000) plus 80% (\$95,868) of the permit fees would be an additional \$257,857 to base line cost of \$147,306 for the first year contract. The City retains the balance of the \$100,582 additional fees for revenue.

A. Plan Check	\$86,163	53% of \$162,571
B. Permit	\$171,694	95% of \$100,000 + 80% of \$95,868
Bandini Project Cost	\$257,857	
Bandini Fees	\$358,439	
Revenue to City	\$100,582	

CONCLUSION:

It is recommended that the contract agreement have the base line cost of \$147,306 per fiscal year for a total of \$441,918 for the three-year contract. However, the first year contract should have an added cost of \$257,857 for the Bandini project to the base line cost for the grand total of \$699,775 over three years. Given the revenue and expenditure will change as a result of the new contract services and the additional development activities, staff will have to forward a separate budget adjustment report to City Council for review and approval of the increase in revenue and expenditure budget for Building and Safety Division.

Base Line Cost	\$147,306
3-year Contract (\$147,306 X 3)	\$441,918
Additional Cost for First Year Contract	\$257,857
Total Contract Cost (3 Years)	\$699,775

ATTACHMENTS:

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

CONTRACT SERVICES AGREEMENT

By and Between

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

and

INTERWEST CONSULTING GROUP

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 19TH day of September, 2012 by and between the City of Bell, a municipal corporation (“City”) and Interwest Consulting Group, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.” (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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 reinstatement 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 **\$699,775.00** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term of Agreement.

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

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

CANCELLATION:

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

[to be initialed]

Agent Initials

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

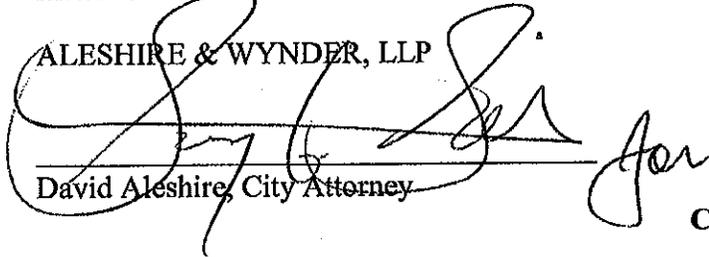
Doug Willmore, City Manager

ATTEST:

Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David Aleshire, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)		
<input type="checkbox"/>	PARTNER(S)	_____
<input type="checkbox"/>	LIMITED	NUMBER OF PAGES
<input type="checkbox"/>	GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

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

_____ **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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

- A. Contractor shall provide a building official for the City subject to Community Development Director's approval. The building official shall oversee plan checking, building inspections, code compliance and acts as an official City representative on building related matters. Specific responsibilities include but are not limited to the following:
1. Quality control review of plan checks and inspections
 2. Building Code updates and adoption
 3. Resolution of resident inquiries and complaints
 4. Building Official Administration, processing of complex Building Code issues and dispute resolution
 5. Participating in the City's Architectural Review Board
 6. Developing and implementing Building and Safety procedure manual
 7. Monthly reporting of Building and Safety activities and annual reporting
 8. Participating in pre-development review and provide comments
 9. Processing of Planning Commission and City Council staff reports (as needed)
 10. Attendance at Planning Commission and City Council meetings (as needed)
 11. Developing, establishing or recommending City policies and procedures to maintain or improve City's Building and Safety operations.
- B. Contractor shall provide a bi-lingual (Spanish speaking) building inspector for the City subject to Community Development Director's approval. Building inspector shall be available at City Hall part time and as needed at City's request to provide Building and Safety services. Specific responsibilities include but are not limited to the following:
1. Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc.
 2. Handling resident inquiries and resolving complaints
 3. Construction and demolition permitting process
 4. Code administration, inspection and enforcement
 5. Preparation of pre-sale reports
 6. Maintaining records and files concerning construction permits and building code administration, documents for storage and/or imaging
- C. The Contractor shall provide qualified plan check professionals on as needed basis. Plan check turn-around times are described in Section II-C of this Exhibit. The range of plan check services are:

1. Plan checking includes code, accessibility, grading, erosion control, building, electrical, and plumbing work, etc. Fire code plan review will continue to be performed by Los Angeles County Fire Department
 2. Plan check monitoring, permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
 3. Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc.
 4. Building and Safety Procedural Manual
 5. Construction and demolition permitting process
- D. Emergency Response. In the event of a local or regional emergency or disaster, Contractor shall be accessible, available, and prepared to provide Building and Safety services as directed by the City.
- E. The Contractor shall provide the most efficient and timely customer service possible to meet the needs of the community. The Contractor will be expected to provide excellent front-line customer service to the City's patrons, responding quickly and effectively to the walk-in, telephone and electronic inquiries of the public related to Building and Safety services.

II. Hours and turn-around time requirements:

- A. Building official's minimum on-site hours shall not average less than 8 hours weekly and shall be subject to Community Development Director's approval.
- B. Building inspector minimum on-site hours shall not average less than 15 hours weekly and shall be subject to Community Development Director's approval.
- C. Plan check turn around time shall be as follows:

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

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

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

- A. Daily and Weekly log of plan checks and inspections. Weekly tracking records of plan check status and inspections.
- B. Monthly Building and Safety activities reports.

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

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

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

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

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

1. Section 1.7 "Warranty" is deleted in its entirety.
3. The second sentence of the first paragraph of Section 2.4 "Invoices" shall be amended as follows:

"The invoice shall include detail charges in accordance with Exhibit C, Section II."
4. Section 3.5 "Term of Agreement" shall be replaced with the following:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2015, except as otherwise provided in the Schedule of Performance (Exhibit D)."
5. Section 5.4 "Performance Bond" is deleted in its entirety.
6. Section 7.7 "Liquidated Damages" is deleted in its entirety.

EXHIBIT "C"
COMPENSATION

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

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

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

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

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

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

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

CLASSIFICATION	HOURLY RATE
Building Official.....	\$95
Supervising Plan Review Engineer	90
Plan Review Engineer.....	90

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate for Task D only.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- E. Summary of applicable fees collected by the City for the month being billed and calculation of amount owed to Contractor according to contract formula above.

IV. The total compensation for the Services shall not exceed \$699,775.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

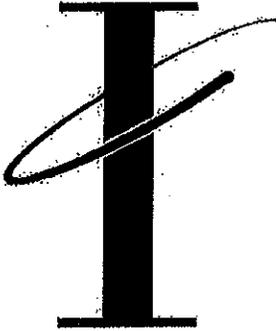
- I. Contractor shall perform all services timely in accordance with the following schedule:**
 - A. Building official to be on-site an average of not less than 8 hours weekly as approved by the Community Development Director.
 - B. Building inspector to be on-site an average of not less than 15 hours weekly as approved by Community Development Director.
 - C. Plan check turnaround time shall be per Exhibit A, Section II-C.

- II. Contractor shall deliver the following tangible work products to the City by the following dates.**
 - A. Daily and weekly inspections log, weekly tracking records of inspections, and monthly Building and Safety activities reports.

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



ORIGINAL



JUNE 25, 2012

Proposal to Provide Building and Safety Services

Prepared for

City of Bell

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



By
Interwest Consulting Group

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

www.interwestgrp.com

Table of Contents

SECTION A

Cover Letter

SECTION B

Summary Sheet	1
Firm Information	1
Primary Contact Office Location	1
Comparable Contracts	5
Key Objectives & Benefits	5
Additional Resource Locations	6

SECTION C

Allocation of Resources Proposed Personnel	7
Organization Chart	7
Staff Experience	8
Resources	8
License Certifications	9

SECTION D

Scope of Services Understanding and Approach	12
General Responsibilities	13
Building Official Services	13
Inspection Services	14
Plan Check Services	16
Permit Counter Assistance	22
Maximum Service Delivery Timeframes	23
Project Controls	24
Quality Assurance	25

SECTION E

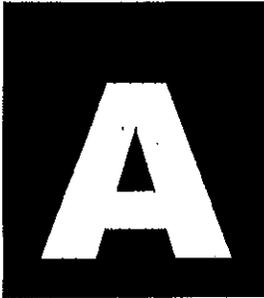
Previous Relevant Projects and References	26
---	----

SECTION F

Proposed Cost Estimate (separate cover)	30
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SECTION G

Appendix	31
Bell Projects	31
Resumes	34



June 25, 2012

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

RE: Proposal to Provide Building and Safety Services

Dear Ms. Fong:

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

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

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

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

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

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

Interwest Consulting Group | www.interwestgrp.com

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

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

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

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

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

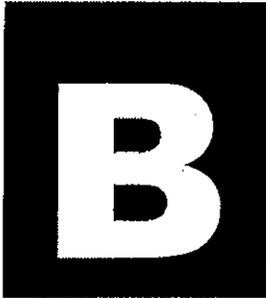
- ✓ *Providing all services in a **cost effective & transparent** manner*
- ✓ *Providing a **highly qualified** Building Official who is at City Hall when needed*
- ✓ *Providing an **experienced, objective, well seasoned, bilingual** Inspector who possesses not only the technical know-how, but also the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

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

Sincerely,



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



Summary Sheet

FIRM INFORMATION

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

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

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

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

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

PRIMARY CONTACT & OFFICE LOCATION

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

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

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

Greg Griffith, PE, CBO, LEED AP
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909.524.9985 Mobile
ggriffith@interwestgrp.com



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

BS, Civil Engineering
University of Notre Dame

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

Certificate in International Business,
ESC Rouen, France

Certificate in International Business,
Oxford University, England

**REGISTRATIONS
CERTIFICATIONS**

Professional Engineer
State of California | 35321

Professional Civil Engineer
State of California | 45607

Professional Engineer
State of Illinois | 0062-048267

Professional Engineer
State of Maryland | 20260

ICC Certified Building Official | 2356

ICC Certified Building Inspector | 60961

**PROFESSIONAL
AFFILIATIONS**

International Conference of
Building Officials

American Public Works Association
(APWA)

Rotary International

Tim D'Zmura, PE, CBO, AICP

Principal-in-Charge

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

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

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

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

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

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

PROJECT SPECIFIC EXPERIENCE

Contract Public Works Director

2009 – Present City of Wildomar

Public Works Director | City Engineer

2006 – 2009 City of Pomona

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

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



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GROUP**

www.interwestgrp.com

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

Contract City Engineer

2002 – 2005 City of Los Alamitos

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

Contract City Engineer

2001 – 2002 Town of Yucca Valley

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

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

Contract Public Works Director | City Engineer

1991 – 2000 City of Palos Verdes Estates

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

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



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Contract Building Official

1991 – 2000 City of Palos Verdes Estates

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

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

Contract Building Official

1995 City of Mission Viejo

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

COMPARABLE CONTRACTS

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

KEY OBJECTIVES & BENEFITS

Building and Safety Services

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

ADDITIONAL RESOURCE LOCATIONS

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

SOUTHERN CALIFORNIA

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

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office

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

NORTHERN CALIFORNIA

8280 W. Las Positas Boulevard
Suite 200
Pleasanton, CA 94588
925.462.1114 Office

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

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

COLORADO

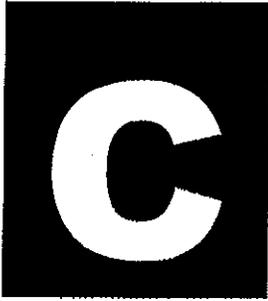
1218 W. Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office

1076 Lincoln Place
Boulder, CO 80302
303.444.0524 Office

NEVADA

4816 W. Russel Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office



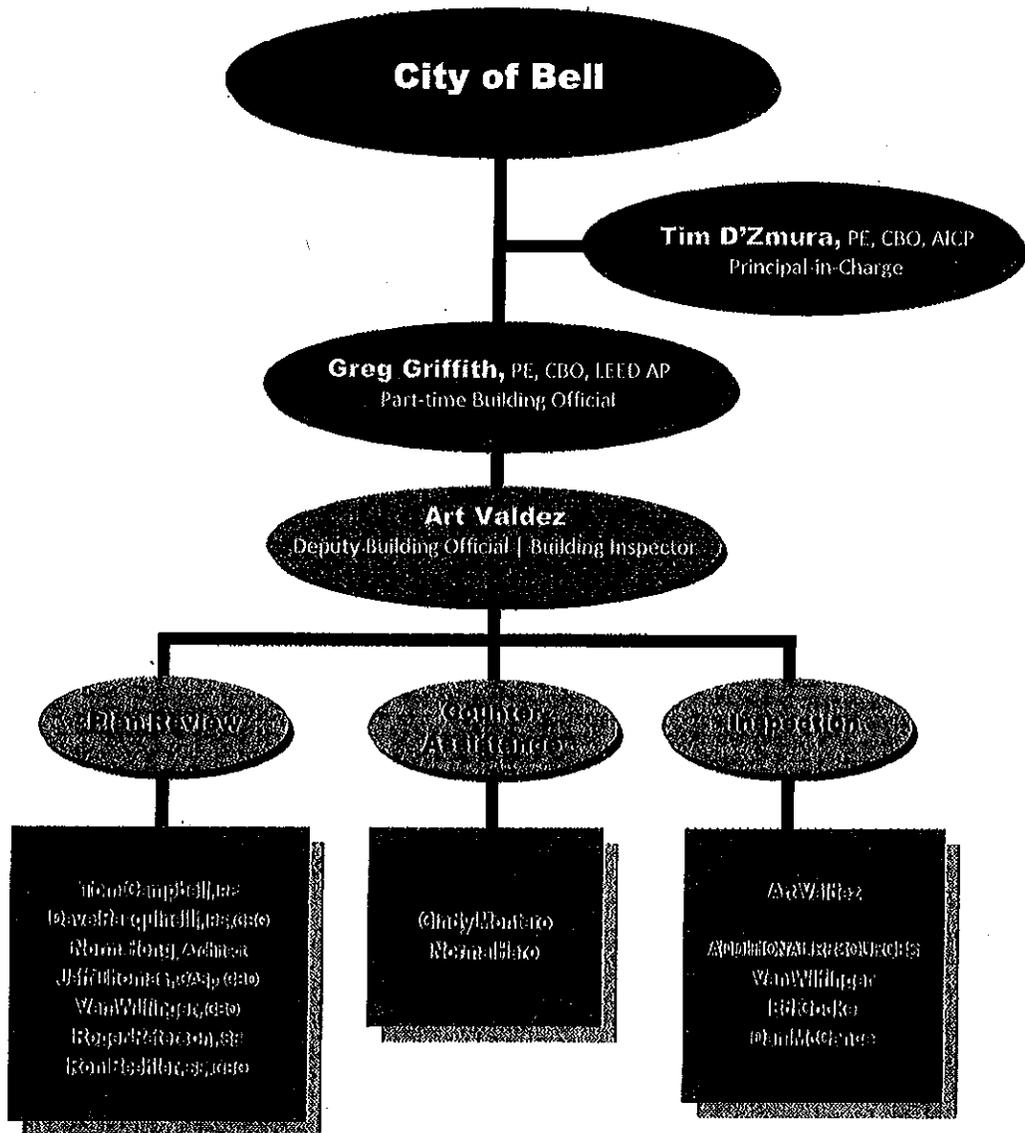


Allocation of Resources | Proposed Personnel

PERSONNEL

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

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



STAFF EXPERIENCE

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

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

RESOURCES

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

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

Plan Review

Tom Campbell	PLAN REVIEW
Roger Peterson	PLAN REVIEW
Ron Beehler	PLAN REVIEW
Dave Pasquinelli	PLAN REVIEW
Jeff Thomas	PLAN REVIEW CASP PLAN REVIEW
Norm Hong	ARCHITECTURAL PLAN REVIEW

Inspection & Counter Assistance

Van Wilfinger	PLAN REVIEW INSPECTION
Ed Cooke	INSPECTION
Dan McCance	INSPECTION
Cindy Montero	COUNTER ASSISTANCE
Norma Haro	COUNTER ASSISTANCE

LICENSE | CERTIFICATIONS

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

Plan Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Greg Griffith	
California Registered Civil Engineer	C 61458
Arizona Registered Structural Engineer	34050
Tom Campbell	
California Registered Civil Engineer	C 37948
ICC Building Plans Examiner	0107700-B3
Nevada Registered Civil Engineer	18414
Norman Hong	
California Licensed Architect	C7328
Dave Pasquinelli	
ICC Certified Building Official	0840808-CB
California Registered Civil Engineer	C 24988
Nevada Registered Civil Engineer	16141
Jeff Thomas	
ICC Accessibility Inspector/Plans Examiner	0865165-21
ICC Building Code Official	0865165-B6
ICC Building Official	0865165-CB
ICC Building Inspector	0865165-B5
UBC Building Inspector	0865165-10
ICC Building Plans Examiner	0865165-B3
ICC Combination Inspector	0865165-C8
ICC Combination Inspector Uniform Codes	0865165-50
ICC Electrical Inspector	0865165-E5
ICC Mechanical Inspector	0865165-M5

124

UMC Mechanical Inspector	0865165-44
ICC Building Plans Examiner UBC	0865165-60
ICC Plumbing Inspector UPC	0865165-34
UPC Plumbing Inspector	0865165-P5
CABEC Certified Energy Plans Examiner - Nonresidential	NR01-03-325
CABEC Certified Energy Plans Examiner -- Residential	R01-02-123

Van Wilfinger

UPC Plumbing Inspector	5009643-34
IPC Plumbing Inspector	5009643-P5
UMC Mechanical Inspector	5009643-44
IMC Mechanical Inspector	5009643-M5
ICC Electrical Inspector	5009643-E5
UBC Building Inspector	5009643-10
IBC Building Inspector	5009643-B5
UN Combination Inspector	5009643-50
IN Combination Inspector	5009643-C8
UBC Plans Examiner	5009643-60
IBC Plan Examiner	5009643-B3
CABO Certified Building Official	5009643-CB
Certified Building Code Official	5009643-B6

Roger Peterson

California Registered Civil Engineer	C46096
California Registered Structural Engineer	S3846
Idaho Registered Civil/Structural Engineer	C/S8225
Nevada Registered Civil/Structural Engineer	C/S18366

Ron Beshler

California Registered Civil Engineer	C46096
CABO Certified Building Official	1492
California Registered Civil Engineer	C39404
California Registered Structural Engineer	S3632
ICC Building Inspector	0801789-B5
ICC Plans Examiner	15090
UBC Building Inspector	0801789-10

Inspection

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

Ed Cooke

Certified Building Inspector
Certified Plumbing Inspector
Certified Mechanical Inspector
Certified Electrical Inspector
California OES Certified
IPMO Chapter Chairman
Cal/EMA Certified

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5050260
090505
5050260

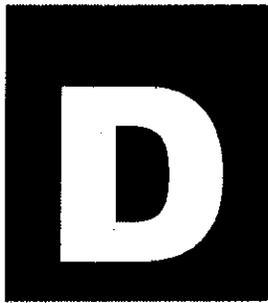
SAPC62011

Dan McCance

ICC Building Inspector
UBC Building Inspector
ICC Combination Inspector
ICC Combination Inspector Uniform Codes
ICC Electrical Inspector
ICC Mechanical Inspector
UMC Mechanical Inspector
ICC Plumbing Inspector UPC
IAPMO Plumbing Inspector
IAPMO Mechanical Inspector

5073719-B5
5073719-10
5073719-C8
5073719-50
5073719-E5
5073719-M5
5073719-44
5073719-34
N90898
N98804





Scope of Services | Understanding and Approach

UNDERSTANDING OF SCOPE OF SERVICES

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

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

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

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

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

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

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

General Responsibilities

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

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

Building Official Services

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

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

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

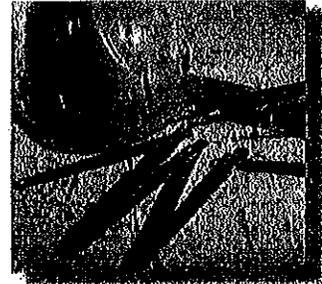
Inspection Services

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

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

Inspectors will perform the following:

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



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

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

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

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

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

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

Integration with City Staff and Departments

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

Inspection Schedule

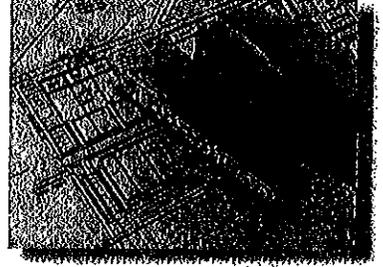
Interwest Consulting Group inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Inspectors will provide same working day inspections for all inspection requests received before 2:00pm. Emergency inspections (usually requests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

Tools & Equipment

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

Plan Check Services

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



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

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

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

Communicating Plan Review Results

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

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

On-Site Consultant Services & Meeting Attendance

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

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

Code Interpretations

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

Transporting Plans

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

Electronic Plan Check Services

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

132

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

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

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

Plan Review Tracking Method & Billing Process

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

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

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

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

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

Customer Service

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

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

Special Projects

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

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

Technical Capabilities in Plan Check Areas

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

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

Green Building Standards

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

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Whether your jurisdiction projects are new construction or renovation, energy efficient roofing, water run-off management and renewable energy are all important points to consider, Interwest Consulting Group helps make it easy.

Fire Code Plan Review

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

T24 Energy

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

ADA Evaluation & Compliance Review

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

CASp

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

Architectural

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

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

Structural

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

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

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

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

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

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

Mechanical, Plumbing & Electrical

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

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

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

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

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

Permit Counter Assistance

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



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

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

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

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

Maximum Service Delivery Timeframes

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

Emergency Response

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

Terms of Agreement

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

City Provided Office Space and Equipment

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

PROJECT CONTROLS

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

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

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



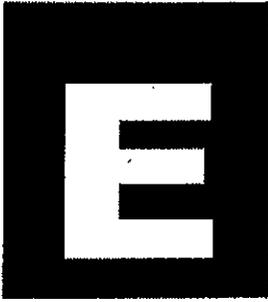
QUALITY ASSURANCE

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

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

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

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



Previous Relevant Projects | References

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

City of Bell

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



Contact:
Nancy Fong
Community Development Director
323.688.6211 x296
nfong@cityofbell.org

We currently provide the following onsite and offsite services:

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

City of Pomona

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

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



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

City of Yorba Linda

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

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



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

City of Wildomar

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

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

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



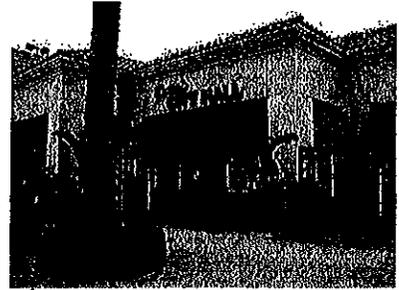
Contact:
Frank Oviedo
City Manager
951.677.7751
foviedo@cityofwildomar.org

City of Eastvale

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

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

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

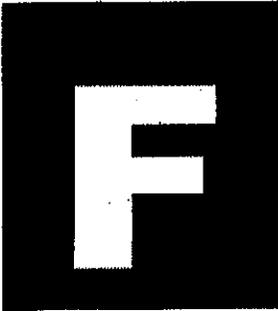


Contact:
Bob Van Nort
City Manager
12363 Limonite Ave, Ste 910
Eastvale, CA 91752
951.361.0900
rvannort@ci.eastvale.ca.us



Proposed Cost Estimate

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



Proposed Cost Estimate

BUILDING & SAFETY SERVICES

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

BUILDING OFFICIAL AND INSPECTION SERVICES (FIXED FEE PROJECTS)

We propose the following tiered fee structure:

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

PLAN REVIEW SERVICES (FIXED FEE PROJECTS)

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

There is no charge for courier or shipping services.

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

BUILDING AND SAFETY SERVICES (DEPOSIT BASED PROJECTS)

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

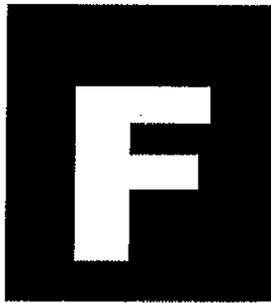
Schedule of Hourly Billing Rates

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

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

BILLING PROCESS

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



Appendix

- ✓ Bell Plan Review Projects
- ✓ Resumes

BELL PLAN REVIEW PROJECTS

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

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

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

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

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



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EDUCATION

MBA, Business Administration
University of Phoenix | 2002

BSC.E, Civil Engineering
California Polytechnic University,
Pomona | 1986

**REGISTRATIONS
CERTIFICATIONS**

Structural Engineer
State of Arizona | 34050

Civil Engineer
State of California | 61458

Civil/Structural Engineer
State of Idaho | 10613

Structural Engineer
State of Illinois | 081-005734

Professional Engineer
State of Michigan | 47684

Professional Engineer
State of Maryland | 26989

Professional Engineer
State of Pennsylvania | PE-060319-E

Professional Engineer
State of Virginia | 0402 035940

ICC Certified Building Official | 3594

Greg Griffith, PE, CBO, LEED AP

Plan Review Engineer | Certified Building Official | LEED AP

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

PROJECT SPECIFIC EXPERIENCE

Building Official

2010 – Present Interwest Consulting Group

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

Director of Building & Safety

2004 – Present Harris & Associates

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

Project Manager Building & Safety

2001 – 2004 Berryman & Henigar

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

Director of Building & Safety

1999 – 2001 RKA Civil Engineers, Inc.

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



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

Senior Plans Examiner

1998 – 1999 Willdan Associates

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

Plan Check Engineer

1996 – 1998 City of Los Angeles

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

Regional Engineer

1995 – 1996 International Conference of Building Officials

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

Plan Check Engineer

1986-1995 City of Los Angeles

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



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EDUCATION

ICC Certified Building Inspector
25 years Municipal Experience

**REGISTRATIONS
CERTIFICATIONS**

ICBO / ICC Building Inspector
8221

ICBO / ICC Plumbing
158741

ICBO / ICC Combination Inspection
0830163

ICBO / ICC Electrical and Mechanical
0830163

Joe "Art" Valdez
ICC Certified Senior Building Inspector

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

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

PROJECT SPECIFIC EXPERIENCE

Senior Building Inspector

Present Interwest Consulting Group

Performing residential and commercial inspection services at various client locations.

Superintendent

2007 – 2009 Wasserman Construction

Performed residential and commercial inspection services.

Senior Building Inspector | Acting Building Official

2001 – 2007 City of Indio

Performed residential and commercial inspection services.

Senior Building Inspector | Acting Building Official

1982 – 1999 City of Palm Desert

Performed residential and commercial inspection services.

Supervisory Building Inspector

1980 – 1982 City of Coachella

Performed residential and commercial inspection services.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

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

**REGISTRATIONS
CERTIFICATIONS**

Professional Engineer,
State of California | 45464
ICC Certified Building Official |
0002014-CB

**PROFESSIONAL
AFFILIATIONS**

Structural Engineers Association
of Southern California

Tom Campbell, PE

Senior Plan Review Engineer

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

PROJECT SPECIFIC EXPERIENCE

Supervising Plan Review Engineer | Project Manager
2006 – Present Interwest Consulting Group

Engineer and lead plans examiner performing comprehensive plan review and client relations services for Southern California.

Senior Staff Engineer

1985/86 & 2004/06

International Code Council Evaluation Service, Inc.

Reviewed technical test reports and prepared evaluation reports on the provisions of the ICC model codes. Developed test standards for products not in compliance with ICC codes.

Acquisition & Development Technical Engineer

2002 – 2004 International Code Council

Recruited authors for technical publications, reviewed technical publications for ICC model code compliance, and developed technical publications.

Education Programs Manager

1988 – 2002 International Conference of Building Officials

Supervised and directed support and technical staff of 15, established and maintained department budget, scheduled training programs throughout the US and internationally.

Engineer

1980 – 1985 Fred Ashton & Associates

Performed structural design and details of industrial, commercial and residential structures, coordinated structural design with architects, supervised draftsman.

Lecturer

1980 – 1985 California State Polytechnic University

Developed curriculum for and instruction to graduate and senior level architectural students in various aspects of structural design.



**INTERWEST
CONSULTING
GROUP**

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EDUCATION

BS, Civil Engineering |
Santa Clara University | 1971

**REGISTRATIONS
CERTIFICATIONS**

Civil Engineer
State of California | 24966

Civil Engineer
State of Nevada | 16141

Certified Building Official | Council of
American Building Officials | 3327

Engineer-In-Training
State of California | 30104

**PROFESSIONAL
AFFILIATIONS**

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

Chair of Northwest Special Inspection
Advisory Committee | ICBO Education
Committee

Officer of Peninsula Chapter 1990- 1994
| Chapter President 1993

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

Chair of Education Committee for
Monterey Bay Chapter | 1999

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

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

President Monterey Bay Chapter | 2001

Member of ICBO Evaluation Services
Committee | 2000 - 2002

Member of Host Committee for CALBO
ABM | 2003

Member of Southern Nevada Chapter

Member of EduCode Committee |
2004 - present

Member EduCode Steering Committee
| 2006 - present

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

David Pasquinelli, PE, CBO

Senior Plan Review Engineer

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

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

PROJECT SPECIFIC EXPERIENCE

Senior Plan Review Engineer

2007 – Present Interwest Consulting Group

Engineer and lead plans examiner performing comprehensive plan review and client relations services for Southern California and Nevada.

Senior Plan Review Engineer

2003 – 2007 Bureau Veritas

Development and Permit Services Director

1998 – 2003 City of Salinas

Development and Permit Services Department

Building Official

1986 – 1998 City of Santa

Planning and Inspection Department

Building Plans Engineer

1982 – 1986 City of Santa Clara

Planning and Inspection

Building Plans Engineer

1980 - 1982 City of San Jose

Department of Private Development

Associate Civil Engineer

1976 – 1980 City of San Jose

Department of Public Works, Operations Division.

Assistant Civil Engineer/Junior Civil Engineer

1971 -1976 City of San Jose

Department of Public Works, Architectural Engineering Division

Engineering Trainee -

1969 – 1971 City of San Jose

Department of Public Works, Architectural Engineering Division



**INTERWEST
CONSULTING
GROUP**

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EDUCATION

BA, Architecture | University
of California, Berkeley

**REGISTRATIONS
CERTIFICATIONS**

Licensed Architect
State of California | C7328

**PROFESSIONAL
AFFILIATIONS**

City of Livermore Beautification
Committee | Past member

City of Livermore Design Review
Committee | Past President/Member

Developed Design Guidelines for
City of Livermore

City of Livermore Redevelopment
Task Force | Past member

City of Livermore Downtown Design
Guidelines Committee | Founding Member

Norman Hong, Architect

Senior Plan Review Architect

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

PROJECT SPECIFIC EXPERIENCE

Senior Plan Review Architect

2007 - Present Interwest Consulting Group

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

Senior Plan Review Architect

1997 - 2007 LP2A/Bureau Veritas

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

Principal

1988 - 1997 Hong & Angelo

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

Architect

1971 - 1988 Associated Professions, Inc.

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

United States Air Force, Captain, Civil Engineering Officer

1966 - 1971 United States Air Force

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



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EDUCATION

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

**REGISTRATIONS
CERTIFICATIONS**

- ICC Building Official | 0865165-CB
- ICC Accessibility Inspector/
Plans Examiner | 0865165-21
- ICC Building Code Official | 0865165-B6
- ICC Building Inspector | 0865165-B5
- UBC Building Inspector | 0865165-10
- ICC Building Plans Examiner
| 0865165-B3
- ICC Combination Inspector
| 0865165-C8
- ICC Combination Inspector Uniform
Codes | 0865165-50
- ICC Electrical Inspector | 0865165-E5
- ICC Mechanical Inspector
| 0865165-M5
- UMC Mechanical Inspector
| 0865165-44
- ICC Building Plans Examiner UBC
| 0865165-60
- ICC Plumbing Inspector UPC
| 0865165-34
- UPC Plumbing Inspector | 0865165-P5
- CABEC Certified Energy Plans Examiner
Nonresidential | NR01-03-325
- CABEC Certified Energy Plans Examiner
Residential | R01-02-123
- OSHPD "A" Inspector | A-20683
- Medical Gas Inspector | 12355266
- CASp Certified Accessibility Specialist
| 263
- California General Contractor | 553915
- Cal/EMA Emergency Response
| SAP50974

**PROFESSIONAL
AFFILIATIONS**

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

Jeff Thomas, CBO, CASp

Plans Examiner

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

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

PROJECT SPECIFIC EXPERIENCE

Building Official | Senior Building Inspector | Plans Examiner

2007 – Present Interwest Consulting Group

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

Senior Building Inspector | Plans Examiner | Deputy Building Official

2005 – 2007 Bureau Veritas

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

Building Inspector II

2000 – 2005 City of Palm Desert

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

General Contractor & Superintendent

1986 – 2000 Fisher Development, Inc.

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



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E D U C A T I O N

- AA, Physical Geography | Fullerton College | 1997
- U.S. Coast Guard Training Center | Yorktown, VA | 1988
- Navy Fleet Training Group | San Diego, CA | 1987
- U.S. Coast Guard Training Center | Cape May, NJ | 1986

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

- UBC Plans Examiner | 5009643-CB
- IBC Plan Examiner | 5009643-B6
- CABO Certified Building Official | 5009643-44
- Certified Building Code Official | 5009643-M5
- UPC Plumbing Inspector | 5009643-44
- IPC Plumbing Inspector | 5009643-M5
- UMC Mechanical Inspector | 5009643-E5
- IMC Mechanical Inspector | 5009643-10
- ICC Electrical Inspector | 5009643-B5
- UBC Building Inspector | 5009643-50
- IBC Building Inspector | 5009643-C8
- UN Combination Inspector | 5009643-60
- IN Combination Inspector | 5009643-B3

Van Wilfinger, CBO

IBC/UBC Senior Plans Examiner | ICC Certified Senior Inspector

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

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

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

P R O J E C T S P E C I F I C E X P E R I E N C E

Senior Plans Examiner | Senior Building Inspector | Building and Safety Manager

2007 - Present Interwest Consulting Group

Performing non-structural and minor structural plan review for commercial and residential construction as well as inspections services for client jurisdictions. Plan review services and processing serving municipalities in Southern Nevada.

Senior Building Inspector | Deputy Building Official

2003 - 2006 Berryman & Henigar

Plan check, inspection, and building department administration in the cities of Tracy and Laguna Niguel in Northern and Southern California, respectively.

Building Inspector II/ Plans Examiner

2003 Mono County

Residential and Commercial plan check and building inspection serving communities of the eastern Sierra from Bishop to Topaz, California.

Combination Inspector

1999 - 2003 Charles Abbott Associates

Residential, Commercial, and Industrial building inspection serving communities of Mission Viejo and Dana Point, California, and Pahrump, Nevada.



**INTERWEST
CONSULTING
GROUP**

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EDUCATION

BS, Civil Engineering
University of Wyoming | 1987

**REGISTRATIONS
CERTIFICATIONS**

Structural Engineer
State of California | SE9632

Structural Engineer
State of California | SE 3846

Civil Engineer
State of California | CE 46096

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

**PROFESSIONAL
AFFILIATIONS**

Structural Engineers Association |
Northern California (SEAONC)

Roger Peterson, SE
Structural Engineer

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

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer / Plans Examiner

2006 - Present Interwest Consulting Group

Performing structural plan review for commercial and residential construction for municipalities. Responsible for the production and performance of office including maintaining client relationships. Duties also include performing structural plan reviews for industrial, commercial and residential projects.

Senior Structural Engineer / Plans Examiner / Branch Manager

1999 - 2006 LP2A / Bureau Veritas

Branch manager and lead structural plan reviewer for the Sacramento Area branch office. Responsible for the production and performance of office including maintaining client relationships. Duties also included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer

1999 Power Engineers, Inc.

Project design engineer for industrial type project. Provided structural design and construction administration services.

Project Engineer / Office Manager

1998 - 1999 R2H Engineering, Inc.

Office Manager and project design engineer responsible for the structural design of commercial type projects.

Project Engineer

1995 - 1998 Rutherford & Chekene

Project engineer responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.

Design Engineer / Project Engineer

1987 - 1995 DES Engineers & Architects

Provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.



**INTERWEST
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GROUP**

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EDUCATION

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

BS, Civil Engineering
| California State University, Chico

AA, Physical Science
| Butte College, Oroville, CA

**REGISTRATIONS
CERTIFICATIONS**

Structural Engineer
State of California | SE3632

Professional Civil Engineer
State of California | CE39404

CABO Building Official

ICC/ICBO Plans Examiner

ICC/ICBO Building Inspector

California Licensed General and
Electrical Contractor

National Earthquake Hazard Reduction
Program Training

California Construction Law Training

Construction Claim Mitigation Training

Leadership Training

Ron Beehler, PE, CBO

Supervising Structural Engineer | Certified Building Official

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

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

PROJECT SPECIFIC EXPERIENCE

Building & Safety Services Manager

2006 – Present Interwest Consulting Group

Structural engineer and lead project manager performing comprehensive plan review and client relations services for Northern California.

Chief Building Official

2003 – 2006 City of Sacramento

Planned, directed and managed activities for a large department with oversight responsibilities for construction inspections and plan review with valuation exceeding \$1 billion annually. Planned, organized, administered and evaluated staff work. Report writing and presentations to community groups and professional organizations, planned and administered \$13.6 million budget.

Supervising Engineer | Building Inspection Division

2002 – 2003 City of Sacramento

Supervised plan review, managing plan intake and public counter functions for 2 regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, worked with field inspection supervisors and inspectors.

Regional Compliance Officer | Senior Structural Engineer

1998 – 2002 CA State Office of Statewide Health Planning & Development

Supervised regional hospital inspection program coordinating field inspection staff and approval of special inspection issues. Resolved complicated code related inspection issues, reviewed plans, specifications and structural calculations for healthcare facilities. Consulted with architects, engineers to resolve complex code interpretation issues.



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

Engineering Supervisor

1991 – 1998 California National Guard

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

Associate Structural Engineer

1987 – 1991 CA State Office of Statewide Health Planning & Development

Reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated and resolved construction conflicts and other administrative duties.

Associate Engineer/Architect

1983 – 1987 Sacramento County Building Dept/Plan Review Division

Reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial and industrial structures. Met with designers to resolve code issues related to commercial and residential structures.



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EDUCATION

Riverside Community College | 2008
Construction Technology

Associated Technical College | 1988

Organizational Leadership &
Development Certificate | 2009

City of Corona | Leadership Academy | 2010

Rockhurst University, Kansas | 2004
Conflict Resolution Management

**REGISTRATIONS
CERTIFICATIONS**

Certified Building Inspector
| 5050260-B5

Certified Plumbing Inspector
| 5050260-P5

Certified Mechanical Inspector
| 505090-M5

Certified Electrical Inspector
| 5050260-E5

California OES Certified

IPMO Chapter Chairman

Cal/EMA Certified
| SAPC62011

Edward Cooke

IAMPO/ICC Certified Building Inspector

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

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

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

PROJECT SPECIFIC EXPERIENCE

ICC Certified Senior Inspector

2010 - Present Interwest Consulting Group

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

Building Inspector II

2002 - 2010 City of Corona

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

Building Inspector I

2000 - 2002 SFA & Associates

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

Superintendent of Custom Homes Division

1997 - 2000 Executive Plumbing, Heating & Air

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



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EDUCATION

Riverside City College, Riverside, CA |
Construction Technology

**REGISTRATIONS
CERTIFICATIONS**

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

Daniel L. McCance

ICC Certified Building Inspector

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

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

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

PROJECT SPECIFIC EXPERIENCE

Building Inspector

2007 – Present Interwest Consulting Group

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

Building Inspector

2002 - 2007 Willdan

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

163



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GROUP**

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Cindy Montero

Permit Technician

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

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

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

PROJECT SPECIFIC EXPERIENCE

Permit Technician

2009 – Present

Interwest Consulting Group

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

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

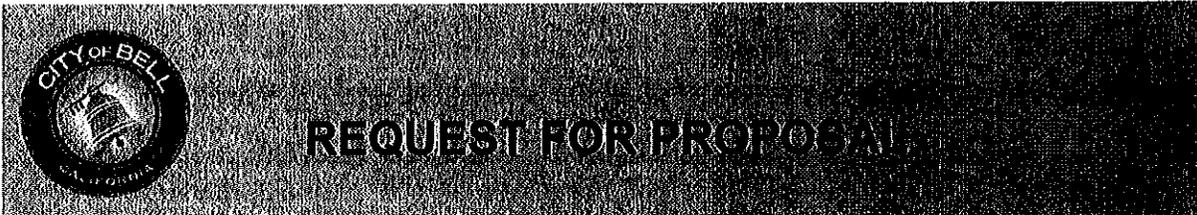
She also coordinates the administrative staff to facilitate a positive productive working environment and maintains clear communication between city departments, contractors and property owners. Completes preliminary review of plans and applications; ensures conformance with State and local codes, ordinances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

Permit Technician

1997 - 2010

City of Pomona

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



CITY OF BELL REQUEST FOR PROPOSAL BUILDING AND SAFETY SERVICES

SUBMITTAL: One (1) original and five (5) copies must be received on or before
Monday, June 25, 2012 by 4:00 pm

ADDRESSED TO: City Clerk
ADDRESS: City Hall, City of Bell, 6330 Pine Avenue, Bell, CA 90201

MARK ENVELOPES: RFP for Building and Safety Services – Do not Open

INQUIRIES: Direct questions for clarification of this Request for Proposal (RFP) document to Nancy Fong, AICP, Interim Community Development Director:
nfong@cityofbell.org
323-588-6211

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

City of Bell
Founded in 1927. Renewed in 2011.



1166



I. PURPOSE

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

II. THE CITY

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

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

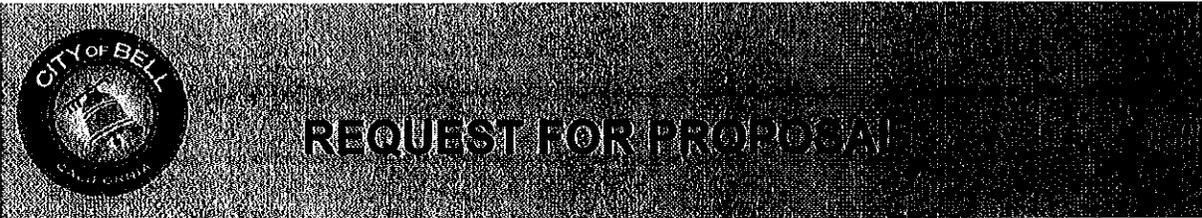
III. THE CITY'S BUILDING AND SAFETY DIVISION

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

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

City of Bell
Founded in 1927. Renewed in 2011.





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

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

IV. SCOPE OF WORK AND SERVICES

A. General Responsibilities

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

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

B. Building Official Services

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

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REQUEST FOR PROPOSAL

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

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

C. Inspection Services

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

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

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

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REQUEST FOR PROPOSAL

D. Provide Plan Check Services

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

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

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

E. Maximum Service Delivery Timeframes

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

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

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REQUEST FOR PROPOSAL

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

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

F. Emergency Response

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

G. Terms of Agreement

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

H. City Provided Office Space and Equipment

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

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REQUEST FOR PROPOSAL

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

V. PROPOSAL FORMAT AND INSTRUCTIONS

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

A. Cover letter

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

B. Summary Sheet

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

C. Allocation of Resources

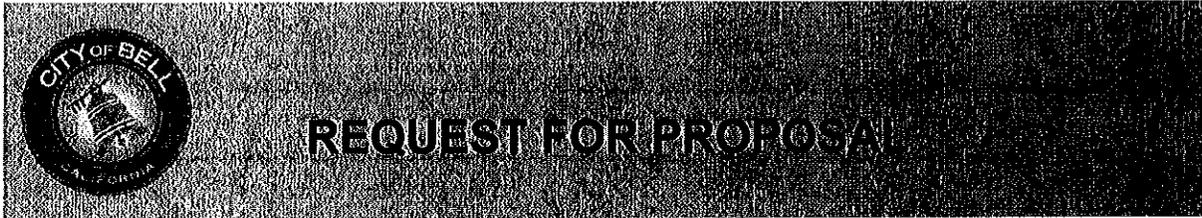
Provide a clear conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services, which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g. number and type of personnel allocated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

D. Scope of Services

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

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E. Previous relevant projects and references

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

F. Proposed Cost Estimate

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

VI. PROPOSAL EVALUATION AND SELECTION

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

A. Proposed Personnel

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

B. Project Understanding and Approach

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

C. Project Controls

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

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REQUEST FOR PROPOSAL

D. Client References

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

E. Cost

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

F. Approval

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

G. The City reserves the right to:

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

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

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VII. PROPOSAL SUBMITTAL AND PROCESS SCHEDULE

- A. The submittal deadline is June 25, 2012, on or before 4 pm.
- B. One (1) original and five (5) copies of RFP
- C. All proposals must be marked "RFP for Building and Safety Services - Do Not Open" and submitted on or before 4 pm, June 25, 2012
- D. All correspondence, including proposals shall be submitted to:

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

VIII. AWARD OF CONTRACT

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

ATTACHMENT:

City's professional services contract agreement

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City of Bell Agenda Report

DATE: September 19, 2012

TO: Mayor and Members of the City Council

FROM: Vernon Ficklin
Debra Kurita, Interim Community Services Director

APPROVED BY:



Doug Willmore, City Manager

SUBJECT: Award of Contract for Fixed Route Bus, Advanced Reservation Dial-A-Ride Paratransit and Demand Based Taxi Based Dial-A-Ride Transportation Services.

RECOMMENDATION:

1. Deny the request by the Oldtimers Foundation for a Waiver from submitting a price for a taxi based component in their proposal made and reject the Oldtimers' Proposal as incomplete.
2. Approve an agreement with Global Paratransit, Inc. for Fixed Route Bus Service Advanced Reservation Dial-A-Ride Paratransit Service and Demand Based Taxi Based Dial-A-Ride transportation services in the amount of \$ 384,000.

BACKGROUND:

Request For Proposals Process

The City of Bell issued Request for Proposals (RFP) for Fixed Route Bus Service, Advanced Reservation Dial-A-Ride Paratransit and Demand Response Taxi based Dial-A-Ride Transportation Service on May 16, 2012. Notices regarding the RFP were mailed to 87 companies and individuals known to be providers of transportation services, posted on the official bulletin board, and placed on the City's Web Site. Nine companies attended the mandatory pre-proposal conference on June 15, 2012. The purpose of the pre-proposal conference was to answer questions and make clarifications regarding the Request for Proposals.

The Request for Proposals included a fixed route service for the general public, advanced reservation paratransit reservation services and demand response taxi based Dial-A-Ride services. The two Dial-A-Ride programs are restricted for citizens that are either older than 60 years of age or the disabled of any age.

Review of Proposals

Four proposals were received on July 20, 2012. Two additional proposals were disqualified for failure to meet the City of Bell's bid process by not attending the mandatory preproposal conference or submitting the Bid after the deadline.

Staff reviewed the four valid proposals and all were judged to meet minimum requirements, with the notation that the Oldtimers Foundation had requested a waiver from presenting a price for the Taxi Component. The four firms were invited to participate in Panel Interview Process on August 9, 2012.

The following table details the cost component of the proposals:

PROGRAM	Global Paratransit Inc.	First Transit	MV Transportation, Inc	Oldtimers Foundation
FIXED ROUTE BUS				
Total Cost:	\$152,738.31	\$288,795.00	\$318,206.06	\$165,702.87
Service Hour:	\$45.78	\$86.57	\$95.39	\$49.67
TRADITIONAL PARATRANSIT				
Total Cost:	\$126,528.72	\$288,795.00	\$242,768.59	\$107,478.06
Service Hour:	\$44.68	\$87.47	\$85.82	\$37.95
Subtotal: Total Costs for Service Hour based Programs:	\$279,267.03	\$535,799.00	\$560,974.65	\$273,180.93
TAXI BASED DAR				
Flag Drop:	\$2.65	\$2.70	\$2.73	Waiver Requested
Per Mile:	\$2.45	\$2.70	\$2.73	
Administrative Fee	15%	15%	15%	

Note: The listed Costs for the Traditional Paratransit Program represent the costs utilizing the City of Bell's Vehicles.

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 Manager 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. In addition to the transit professionals, the panel included: Council Members Nestor Valencia and Danny Harber, and Vernon Ficklin, Community Services Consultant.

Panel Results

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 Panel also considered the Oldtimers Foundation's request for a waiver from including a price for Demand Response Taxi Service in their proposal. The recommendation of the panel was not to accept the waiver requested by the Oldtimers Foundation and reject the bid as incomplete. Staff concurs with the panel's position and recommends the denial of the waiver and the rejection of the bid as incomplete.

The remaining three bids were scored as follows:

Company Name	Score
Global Paratransit Inc	<u>78.17</u>
First Transit	<u>78.17</u>
MV Transportation, Inc	<u>79.50</u>

Given the fact that the scores are virtually a tie, cost should prevail and the contract should be awarded to the lowest responsible bidder. Therefore, staff recommends the award of the contract to Global Paratransit, Inc. Staff has contacted Global Paratransit, Inc. and they have agreed to accept the City budgeted amount of \$384,000 as a not to exceed amount and will manage the three components of the Transportation Program in a manner that contains the costs within this budgeted amount.

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 was included in the FY 2012-13 budget for transportation services.

Exhibits: Oldtimers Waiver Request Agreement



OLDTIMERS FOUNDATION

(Founded 1964)

Waiver Request

Pursuant to the following language found in the **Notification to Contractors, Paragraph 8** which states:

"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."

and, **Section 1 – INSTRUCTIONS TO CONTRACTORS, IP: 1 PROPOSAL FORMAT AND SUBMITTAL, 8**, which reads:

"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."

the Oldtimers Foundation hereby respectfully requests that the City accept the proposal submitted for consideration as complete and waive the RFP requirement that it provide a Taxi company at the time specified in this proposal. We seek this consideration based on the events below:

- Despite the city's attempt at attracting a large pool of transit providers, the final pool of companies that attended the mandatory Bidder's Conference was relatively small with an attendance of approximately eight (8) agencies. Of these transit providers, only 2 appeared to be taxi-based.
- The Southeast Los Angeles area taxi-based Demand Response Service is primarily dominated by an established co-op that inhibits a competitive market for this type of service. They hold an unfair advantage that allows them to eliminate competition and to discourage outside companies to venture into the area.
- Two additional companies from a neighboring Southeast city that could be potential candidates are involved in current legal proceedings against each other whose outcome is yet to be determined potentially making them unfavorable options for the City.
- A fourth viable option presented a conflict of interest based on familial relationship that exists between a management employee of that company and the Interim Chief Executive Officer of the Oldtimers Foundation.
- The current political climate that exists in the City has placed an unfair burden on the Oldtimers Foundation. The Oldtimers Foundation is being judged on the actions of its prior CEO that has been removed from Oldtimers Foundation leadership and management since September 2010 (Please see attached). While inquiries were made to the Oldtimers Foundation by the California Department of Justice and other government agencies, no charges of

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wrongdoings or illegalities were brought forward by any governmental entity. Oldtimers has dealt with the following hurdles:

- We continued to serve the City of Bell in good faith even though we had not received payment for services rendered for several months.
- We continued to serve the City of Bell even though our contract had been dissolved without cause by the City's former Interim City Manager.
- We participated in the Request for Proposal that was completed this Spring of 2012. We submitted our proposal, and were interviewed by an independent review board that rated Oldtimers Foundation as the best qualified contractor. Later, we meet with a City consultant that informed us of our rating, but stated that the City wanted a lone contractor that could provide taxi, Para-transit, and Fixed route service under one contract. We agreed that we could provide Para-transit and fixed route service and secure a taxi company to serve the City. We agreed to select a taxi company for subcontracting of the taxi-based Demand Response work that met the City's requirement through a competitive RFP process. Our senior staff attended a City Council meeting were City staff advised them that Oldtimers Foundation was the best qualified bidder receiving the highest rating overall of the proposal submitted as part of that RFP process. The City consultant stated that the Oldtimers Foundation was willing to work with the City to develop a a transportation plan that best suited the City's current transportation needs. Therefore, City staff made the recommendation that the Oldtimers Foundation be awarded the transportation contract. However, during public orals outside taxi contractors complained about the bidding process and this caused a small group of City residents to complain about Oldtimers Foundation.
- This group's comments were not based on Oldtimers' ability to provide good service, but were based on their anger towards their former City Council members. We understand the resident's feelings toward their former City Council members and their desire for honest government; however, the Oldtimers Foundation was not involved in the scandal. The City of Bell was a victim of misconduct from their former City Council, but they are not alone. The Oldtimers Foundation is not a predator trying to make a fast profit, but rather, a community-based, non-profit organization committed to serving and improving the lives of the community.
- During the City Council meeting stated above this small group of residents were so hostile that the taxi companies that were in attendance were too frightened to establish communication with Oldtimers. This negative climate has made it impossible for us to establish a working relation with a taxi company.

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- o We know of many City residents that are willing to support us publicly and know they out number this small group of residents. Our loyal customers are made up of the elderly and the disabled that are often over looked since they cannot attend all City meetings. We ask that you consider the needs of these residents who were not able to voice their support at City of council meeting mentioned above.

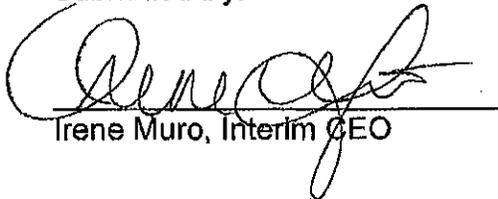
We offer the following suggestions:

Allow the Oldtimers Foundation to participate in this RFP without a Taxi partner and if we are selected as the most qualified and responsive bidder for the Fixed Route and Para-Transit components, then we will obtain a taxi partner at that time through either, but not limited to, of the two options:

1. We partner with the best qualified and responsive bidder for Taxi-based Demand Response service submitted as part of this RFP process as deemed by the City, Independent Review panel other City official empowered to make such determination; or
2. The Oldtimers Foundation will conduct its own "Request for Proposal" and select a taxi partner that will meet the requirements stated in this proposal.

We believe that this process will allow Oldtimers Foundation to negotiate a proposal that will better meet the needs of the City. We appropriate your consideration of this request. We are not asking to circumvent the process, but we are asking for the opportunity to be able to compete on a level playing field.

Submitted By:



Irene Muro, Interim CEO

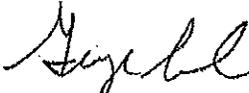
George Cole
4865 Nevada Street
Bell, Calif. 90201

To The Bell City Council,

I understand there have been questions raised as to whether I have any official or unofficial involvement in the operations of the Steelworkers Old Timers Foundation. In August of 2010, I took a leave of absence from the Foundation to address pressing health issues and an investigation by law enforcement regarding my former role as a councilmember of the City of Bell. Since I took that leave of absence, I have had no role in the operations of the Foundation, and subsequently formally resigned from the Foundation.

I have no plans to return to the Foundation in any capacity. While I am very proud of the work accomplished by the Foundation for the community during my tenure, I believe that my moving on from the Foundation was in all parties' best interests in light of the circumstances. I wish the Foundation and its employees continuing success in their provision of needed services to the community. I hope these statements put to rest any discussion about my having a continuing role in the Foundation, and will remove any perceived obstacles to the Foundation continuing to serve the community.

Sincerely,



George Cole

CONTRACT SERVICES AGREEMENT

By and Between

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

and

GLOBAL PARATRANSIT, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND
GLOBAL PARATRANSIT, INC.**

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 Global Paratransit, Inc. ("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 City Manager 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 reinstatement 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 therefore.

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 \$384,000 (Three hundred and eighty four thousand) unless additional compensation is approved pursuant to Section 1.9. Cost adjustments for the second and subsequent years will be made to the contractor's annual prices using the Consumer Price Index for All Urban Consumers, Los Angeles Area-all items as published by the U.S.

Department of Labor, Bureau of Statistics. The adjustment will be made in the first month of each new contract year.

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 three (3) years from the date hereof. The City has the sole option to renew the Contract with the Contractor for two one-year extensions.

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 City Manager 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 venture 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 - Dial-A-Ride Paratransit Program and Fixed Route Bus Program.

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 \$5,000,000.00 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 \$5,000,000. 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 City Manager or other designee of the City due to unique circumstances.

5.2 Insurance Coverages - Demand Response Taxi Dial-A-Ride Program

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:

(d) 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 \$2,000,000.00 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.

(c) 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.

(f) 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 City Manager or other designee of the City due to unique circumstances.

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

5.3 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.

5.4 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.

5.5 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, reuse 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 five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall

not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

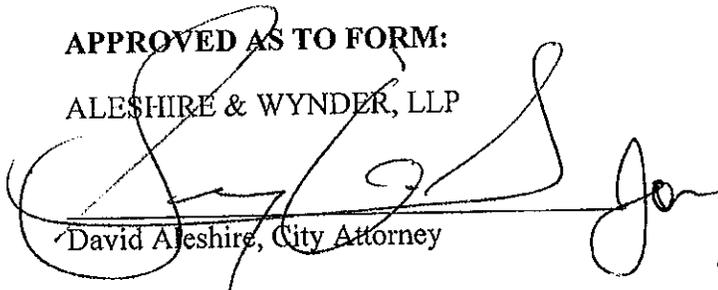
CITY OF BELL, a municipal corporation

City Manager

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____
- _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT A
SCOPE OF WORK**

I. CONTRACTOR SHALL PERFORM THE FOLLOWING SERVICES:

Contractor will operate: 1) a dial-a-ride paratransit advanced reservation program for eligible residents, 2) a fixed route bus program for the general public, and 3) a demand responsive Taxi based program also to serve eligible residents (collectively "Public Transportation Services"). Contractor will act as the prime contractor and will manage, coordinate, and furnish all personnel, equipment, services and supplies necessary to operate the paratransit and fixed route bus elements of the program. Contractor will subcontract with Fiesta Taxi Cooperative, Inc. to provide the demand responsive Taxi service. However, even in that, Contractor shall be responsible for meeting all the conditions and requirements of this Agreement with either its own employees and resources or resources made available through subcontracting with Fiesta Taxi as will be set forth in detail below under Section I.C. of this Exhibit.

A. ADVANCED RESERVATION DIAL-A-RIDE PARATRANSIT PROGRAM

Contractor will provide advanced reservation dial-a-ride transportation services ("DAR Transportation Services") based upon the curb-to-curb concept for registered riders who are senior citizens and/or disabled.

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

Eligible Users: Contractor will provide the DAR Transportation Services to City of Bell Residents who are either 60 years of age and older or are physically disabled, regardless of age.

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 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.

Fares: Currently the City has not established 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.

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).

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.

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.

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

Annual Service Hours: Contractor will provide 2,832 service hours of DAR Transportation services annually.

Holidays: Contractor will not be required to provide services on the following holidays:

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day(4th of July)
- Labor Day
- Thanksgiving Day
- Christmas Day

Reservation Services: Contractor will provide reservation services Monday through Friday from 6:30 AM to 7:30 PM and from 8:30 AM to 6:00 PM on weekends.

Telephone system: Contractor shall provide a telephone system sufficient to receive the volume of customer reservation calls. Calls shall be answered within 30 seconds and hold times should not exceed two minutes. Phone system should include Telephone Digital Display (TDD) capability.

Computer Assisted Dispatch/Routing System: Contractor shall provide a computer assisted Dispatch and Routing system capable of maintaining a list of patrons, patron ride history, ride time, and scheduled pick-up time. The system should also provide subscription, next day and real time reservations and dispatch, and have the capability of verifying no show trips.

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. Drivers should be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.

Vehicles: All 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.

B. FIXED ROUTE BUS SERVICE PROGRAM

Contractor will provide the city with planning, equipment, and properly trained personnel for the successful operation of a Community Fixed Route Service.

Days and Hours of Operation: Contractor shall furnish fixed route bus transportation services during the following 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

Holidays: Contractor will not be required to provide services on the following holidays:

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day(4th of July)
- Labor Day
- Thanksgiving Day
- Christmas Day

Annual Service Hours: Contractor will provide 3,336 hours of fixed route bus transportation services annually.

Eligibility: The fixed route bus service is intended to be available to any resident of the City of Bell.

Fares: Currently the City has not established 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.

Bus Route: Contractor will define the fixed route for the bus service and present the route to the City for its approval no later than 60 days after the receipt of the Notice to Proceed. The bus route is subject to approval by the City.

Vehicle (Bus): Contractor will use one of Chevrolet Goshen Vehicles furnished by the City to provide fixed route bus service. Depending upon demand, The City may request Contractor to provide one larger bus with a capacity for 18 passengers. The cost of the 18 passenger bus shall be the \$ 19,560 and is stipulated in the Contractor's Proposal.

C. DEMAND RESPONSE TAXI DIAL-A-RIDE SERVICE

Contractor proposes to subcontract with Fiesta Taxi for the daily operation of the Demand Responsive Taxi element of the Public Transportation Services. Contractor shall be the City's contact and shall also be responsible for meeting all the conditions and requirements of this Agreement with either its own employees and resources or resources made available through subcontracting with Fiesta Taxi.

Contractor understands that as part of its subcontract with Fiesta Taxi, it shall require Fiesta Taxi to comply with all the provisions of this Agreement. Furthermore, Contractor understand and fully agrees that to pursuant

to the terms of Section 5.4 of this Agreement fully 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 use of Contractor of Fiesta Taxi as its subcontractor or out of conduct of Fiesta Taxi and its personnel.

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 and other applicable law.

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.

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.

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. Neat and clean in appearance

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.

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.

Taxi Vehicles: Contractor residents must provide both standard Taxi Sedans and ADA compliant wheel chair accessible vehicles.

Number of Annual Taxi Rides: Contractor to provide 10,000 Taxi Rides per Year.

Eligible Riders: The Eligible Riders are residents of Bell 60 years of age or older and the disabled of any age.

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.

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

II. IN PROVIDING ALL SERVICES, CONTRACTOR SHALL COMPLY WITH THE FOLLOWING PROVISIONS:

Vehicles. Contractor will assume full responsibility of the proper operation of all the vehicles used all in the Public Transportation Services; whether directly owned or if is owned by the City or by its subcontractor. All

vehicles and vehicle equipment required to perform the Public Transportation Services, will be maintained by Contractor in good repair and in a condition satisfactory to the City.

- Vehicle Repairs

Contractor will not 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, Contractor will repair City owned 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 the City be required to repair, replace or maintain any vehicle required for the operation of the Public Transportation Service.

- 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 vehicles. 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 by the Contractor.

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.

- Vehicle Cleanliness

All vehicles used in the City of Bell Public Transportation service will be cleaned on a daily basis. Daily cleaning consists of the following:

- o Cleaning all windows, removing all dust, fingerprints and head prints;
- o Removing all dust from seats, dashboards, wheel wells, rails and ledges;
- o Sweeping or vacuuming all floor areas; mopping or cleaning all liquid spills;
- o Maintaining a vehicle free of paper and debris;
- o Repairing all damaged seats; and
- o Removing Graffiti.

- Vehicle Equipment

Contractor at its sole cost and expense, will 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 Public Transportation Services.

- Warranty Repairs

Contractor understands its responsibility 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 responsibility includes 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. This is a task routinely performed by Contractor in the maintenance of Access Service vehicles.

- Vehicle Breakdown

Maintenance of vehicles assigned to the City of Bell Public Transportation will be performed at a time that ensures maximum availability of vehicles for transportation service. Such schedule does not preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the peak periods. Sufficient maintenance personnel are on site or available, if needed, during the entire vehicle operation period. Such maintenance personnel will, therefore, be available to respond to a vehicle failure that may occur to an in-service vehicle. Should the failure render the vehicle inoperable with a passenger on board, Contractor shall take appropriate action to transfer the passenger to another ride within 20 minutes. And tow service for the inoperable vehicle shall be provided in a timely manner.

- Vehicle Markings

Contractor will mark the Paratransit and Fixed Route Transit vehicles in a manner prescribed by the designated City of Bell representative. These vehicles will be easily recognized and marked as serving the City of Bell. Moreover, Contractor will not 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 will be paid to Contractor

- Removal/Return to Service

At the instruction of the designated City of Bell representative or an appropriate regulatory agency, any equipment will be removed from service. Whether the removal is due to mechanical failure, non-conformance with contract specifications, or pertaining to any state code or law, Contractor will 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.

- Back-up Vehicles

At no such time will the removal of a vehicle from service negatively compromise the operation of the City of Bell Public Transportation Service. Contractor will possess a back-up vehicle of like-kind, capacity and that meets all local and state specifications. The backup vehicle will be of a capacity that will allow normal service operation. 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 is included in the corresponding capital and maintenance costs on the price sheet.

Any back-up vehicle provided by Contractor will meet California Highway Patrol (CHP) inspection requirements. All other vehicle systems will be in good working order. All vehicles will have working air conditioning and will be accessible for senior citizens and handicapped persons. Wheelchair accessible vehicles (ramp or lift- equipped) will be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles will meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto.

- Vehicle Inspection

Contractor will submit any vehicle used in the Public Transportation service to the designated City of Bell representative 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. It is understood that 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 are expected to be arranged in advance so that adequate back-up vehicles are provided in the case of vehicle inspections.

- Return of Vehicles

Upon termination or completion of the contract term, Contractor shall be responsible for the return of all vehicles furnished by the City of Bell for the operation of the DAR Transportation Services 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 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, City Manager or designee, with facilities and required support necessary for the inspections to be supplied by Contractor.

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.

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, the City 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's choosing to perform all required repairs and charge the Contractor the cost of such repairs from any moneys otherwise owed.

Passenger Assistance: 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.

Record Keeping and Reports: 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.

Inspection of Operational Records. The City reserves the right to audit all of the Contractor's operational records related to the Public Transportations Services.

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.

Accident Reports. All patron and vehicle accidents shall be reported to the City 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.

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.

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.

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 of Contractor'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.

Drug and Alcohol Compliance:

(a) 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.

(b) In providing transportation service or performing "safety-sensitive" functions for the City, Contractor shall comply with the standards adopted by the City for Drug and Alcohol Testing. As used in this section, "safety-sensitive" functions are defined as follows: operating a revenue service vehicle, even when not in revenue service; operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder; controlling dispatch or movement of a revenue service vehicle; maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service; and carrying a firearm for security purposes. Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

(c) Contractor has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "safety-sensitive".

(d) 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.

(e) Contractor must submit its drug and alcohol testing program to the City of Bell upon executing this Agreement.

(f) Contractor shall provide annual statistical reports, using the applicable forms required by the FTA, (for the year ending in December) to the City, within fifteen (15) days of transmittal thereof to the FTA. These reports include training records and statistics for all of the following required types of tests: pre-Employment; random; post-accident ; follow-up; and return to duty.

(g) On Pre-Employment tests, Contractor shall quarterly 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 also be made available to the City upon request.

(h) Contractor shall retain the following records for a five (5) year period: verified Positive Drug screen results; alcohol test records of 0.02 or greater; documentation of refusal to take a required drug or alcohol test; documentation of employee disputes; evidential breath device calibration documentation; employee evaluation and referrals; and annual MIS reports.

(i) Contractor shall retain the following records for a period of three (3) years: information obtained through previous employer record checks.

(j) Contractor shall retain the following records for a period of two (2) years: records related to the collection process (excluding EBT calibration); and education and training records.

(k) Contractor shall retain the following records for a period of one (1) year: alcohol test results of less than 0.02; and records of negative drug test results

California Department of Motor Vehicles (DMV) "Pull Notice" Practices: Contractor shall comply with the requirements of the California Department of Motor Vehicles Pull Notice Program.

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.

Personnel: Management of the day-to-day operations of the services shall be vested in the Contractor. At all times during hours of operation, Contractor shall provide all necessary management, operational, and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the all the service described herein.

Services shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City. Dial-A-Ride Service includes financing from the City's Proposition A and/or 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).

The portions of Contractor's response to the RFP that describes in detail the performance and function of all personnel, including Project Manager(s) and Data Manager(s) or Analyst(s), the recruiting and hiring practices and employee hiring and disciplinary procedures and practices and is hereby incorporated herein. Contractor shall at all times comply with the provisions of said plans,

Changes in Personnel: The Contractor must provide notice in writing to the City when there are new hires or reassignment of project personnel providing services pursuant to this Agreement. In addition, City shall be notified regarding any changes in proposed personnel duties or hours for the following personnel: Project Manager, Data Managers or Analyst(s).

Uniforms and Identification Badges: Contractor shall require its drivers to wear a suitable and appropriate uniform as a means of identifying the employee. All other employees of Contractor who come into contact with the public shall carry suitable identification badges or cards upon their person. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved by the City of Bell.

Employee Appearance and Conduct: All employees, while engaged in services described in this Agreement, shall be attired in uniform. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy and shall prohibit the use of loud or profane language. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.

Background Check: The Contractor must provide notice in writing to the City when there are new hires or reassignment of project personnel providing services pursuant to this Agreement. In addition, City shall be notified regarding any changes in proposed personnel duties or hours for the following personnel: Project Manager, Data Managers or Analyst(s).

Financial Statements: The City Manager may elect to review Contractor's annual financial statements. Contractor shall have financial statements annually prepared. Within ninety (90) days of a City request, Contractor 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 Contractor's local office, or other such mutually-agreeable premises of Contractor. City and Contractor agree to use reasonable efforts to protect the confidential nature of the Contractor's financial statements.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 1.8 "Prevailing Wages" is deleted in its entirety.

The following Section 3.6 is added:

Termination Due to Funding: The Parties acknowledge and agree that the availability of Proposition A funds to the City is not within the control of the City. If the City's allotment of Proposition A funds is reduced from its current level the City shall promptly notify Contractor of the fact and of the level of funding that it will have available for the paratransit service. In such event, the City and Contractor shall meet and cooperate to negotiate a revised services Agreement. If the parties are unable to reach such an Agreement, this Agreement shall terminate and neither party shall be deemed in default.

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

	RATE	Unit
A. Dial-A-Ride Paratransit Service	\$45.78	Service Hour
B. Fixed Route Bus Service	\$44.68	Service Hour
C. Taxi Based Dial-A-Ride:		
	\$2.65	Flag Drop
	\$2.45	Per Mile
	15%	Administrative Fee
	\$0.50	Per Trip -Swipe Card Billing Fee
	\$5,000	One Time Only- Swipe Card Start Up

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

- A. Number of Service Hours for Fixed Bus Route.
- B. Number of Service Hours for the Paratransit Route.
- C. Detail of each taxi ride provided and the cost calculation for each ride.

III. Not to Exceed Amount:

The Combined Annual Compensation for the Fixed Bus, Paratransit and Demand Based Taxi service shall not exceed \$384,000.00 per Section 2.1 of this Agreement. Cost Adjustments for the

second and subsequent years will be made to the Contractors annual price using 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.

Service Complaint Penalties.

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).

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.

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. Invoice shall clearly identify such transaction.

Service Incentives increase.

Contractor may earn an annual incentive of two (2) percent of the annual 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.
- g. Contractor has not had more than five (5) verified complaints during the year of operation and not had a penalty assessed.

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. The Invoice shall clearly identify such transaction.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

A. PARATRANSIT SERVICES

Days and Hours of Operation: Contractor shall furnish fixed route bus transportation services during the following 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

B. FIXED ROUTE BUS TRANSPORTATION SERVICES

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

C. DEMAND BASED TAXI SERVICE

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.

D. COMMENCEMENT OF SERVICES:

Services will commence on _____, 2012.

**City of Bell
Agenda Report**

DATE: September 19, 2012

TO: Mayor and Members of the City Council

FROM: Pamela S. Easter and Members of the City's Information Technology Committee

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Purchase of Virtual Server Equipment for City's Information Technology System

RECOMMENDATION:

That the City Council consider and approve the purchase of two Hewlett Packard (HP) virtual servers and related hardware/software equipment to continue the improvements being made to the City's Information Technology system. This equipment will be purchased through government purchasing contracts that the City of Brea utilizes in its support to twelve local government agencies. The purchase amount will not exceed \$46,000 and will be funded by 2012-13 City Budget funds allocated for information technology system improvements.

BACKGROUND:

The City Council established the upgrade of the City's information technology system as one of its 2012-13 Goals, and included funds in this year's Budget for improvements. The purchase of the two recommended virtual servers will add to our system's capability, in a cost effective manner, as the City continues to expand its programs and services to the community. The virtual servers replaces the need for physical servers on site. By having two, they will provide backup and redundancy, so if one does down, the second one will take over – therefore, replacing the need to have multiple physical hardware servers to support current and future services to be provided. The servers also provide the capacity to accommodate additional programs as the City IT Program expands as well as protect the City's programs in the event of a localized disaster that would incapacitate our municipal facilities. This purchase of this virtual server is recommended by the BreaIT team, who serves as the City's Information Technology staff.

As part of this Agenda item, a PowerPoint will be made by the newly formed Bell Information Technology Steering Committee (BITS). This Committee includes representatives from all City Departments. The Committee is tasked with developing recommendations to the City Manager on how budgeted funds should be used to upgrade the City's information technology system in a strategic, phased program; develop policies and procedures; and support/give feedback to the BreaIT staff on day to day administration. The PowerPoint will provide an update on the work being done to enhance and expand the City's Information Technology Program.

Page two

Attached are the hardware and software quotes for costs related to the acquisition of the two virtual servers.

Pamela Rumph

222

Subject: CITY OF BELL HP WSCA QUOTE
PO IS MADE PAYABLE TO HEWLETT PACKARD
LOCATION ID #10026053
FAX PO TO INTELLI-TECH AT 909-394-5190

ONLINE PRICE QUOTATION

Quote Number: 7954788 Quote Name:

Today's Date : 8/28/2012 11:52:22 PM Quote Created Date : 8/28/2012 11:52:06 PM

Created By: pam@intelli-tech.com Contract: CA - STATE OF CALIFORNIA (WSCA/NASPO) (B27164-CA)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid

for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit	price	qty	ext price
HP Networking Switch 2910-24G al Switch	J9145A#ABA		\$1,622.94	2	\$3,245.88
670632-S01 HP ProLiant DL360p Gen8 Server - Smart Buy					
Base			\$2,599.00	2	\$5,198.00
HP ProLiant DL360p Gen8 Server - Smart Buy 670632-S01					
Intel® Xeon® E5-2609 (2.40GHz/4-core/80W) Included					
HP 8GB PC3L-10600R 1x8GB 1333Mhz 2Rank Memory					
Included					
HP Embedded P420i/ZM Smart Array Controller					
Included					
HP 8-Bay Small Form Factor Drive Cage					
Included					
HP FlexibleLOM 1Gb 4-port 331FLR Ethernet Adapter					
Included					
2 HP 460W Common Slot Platinum Plus Hot Plug Power Supplies					
Included					
6 HP Hot Plug Redundant Fans					
Included					
Integrated Lights Out 4 (iLO 4) Management					
Included					
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day					
Included					
Intel® Xeon® E5-2609 (2.40GHz/4-core/80W)	654766-B21		\$335.07	2	\$670.14
HP 8GB (1x8GB) Dual Rank x4 PC3L-10600R	647897-S21		\$145.00	10	\$1,450.00
2					
1333Mhz Registered CAS-9 LV Memory					
HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive					
652605-S21			\$329.00	4	\$1,316.00
HP Ethernet 1Gb 4-port 331T Adapter	647594-B21		\$262.07	2	\$524.14
HP 9.5mm SATA DVD-ROM JackBlack Optical Drive					
652238-B21			\$72.27	2	\$144.54
HP 3 Yr 6 hour 24x7 Call to Repair ProLiant DL360p Hardware Support					
UM360E			\$753.60	2	\$1,507.20
HP P2000 G3 iSCSI with (12) 900GB 6G 10K					

DP SAS SFF

QR528B \$16,216.00 1 \$16,216.00

Bundle, 3 Years Parts Only Warranty

HP 900GB 6G SAS 10K rpm SFF (2.5-inch) SC

Enterprise 3yr Warranty Hard Drive

619291-B21 \$656.27 2 \$1,312.54

HP 3 Yr Support Plus 24, Software/Hardware

24x7x4 Hr

UV046E \$2,381.60 1 \$2,381.60

SubTotal : \$33,966.04

8.75% Sales Tax : \$2,631.76

Total : \$36,597.80

California law requires collection of an advance recycling fee for certain products. Applicable mandatory

advance recycling fees may be added to your invoice. For more information, please go to <http://www.hp.com/go/hwrecycle>

The terms and conditions of the CA - STATE OF CALIFORNIA (WSCA/NASPO) will apply to any order placed

as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:

<http://gem.compaq.com/gemstore/entry.asp?SiteID=12069>

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 9/27/2012

with a term of 36 months and a fair market value purchase option at the end of the lease term.

This and other

leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or

one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit

approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not

a commitment to lease. Rates and payments are subject to change at any time without notice.

Leasing and

financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from

Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-

277-5942 and talk to a financial services representative who specializes in supporting government and

education entities.

September, 2012 SLP
 Price List Select Level D
 Contract #: SLP-11-70-0002J



7421 Gateway Court Manassas, VA 20109-7311
 800-Mall Gov (625-5468) / Fax # 310-630-3243

9/14/2012

1

Part Number	Part Name	Purchase Unit	Product Type	DGS Price	Level	Retail Price	QTY	Total
818-04302	WinSvrCAL 2012 SNGL MVL USrCAL	Each	Standard	\$ 19.41	D	\$ 23.00	100	\$1,941
971-07307	WinSvrDataClt 2012 SNGL MVL 2Proc	Each	Standard	\$ 3,200.00	D	\$ 3,775.00	2	6,400
Total								\$8,341

225

**City of Bell
Agenda Report**

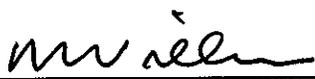
DATE: September 19, 2012

TO: Mayor and Members of the City Council

FROM: Colin Tanner and Pam K. Lee, City Attorney's Office

APPROVED

BY:



Doug Willmore, City Manager

SUBJECT: Creation of new employee classifications and bargaining units, confirmation of existing bargaining units, amendments to the to the compensation levels of employee classifications, and implementation of provisions of the Fiscal Year 2012-2013 budget.

RECOMMENDATION

That the City Council adopt the three (3) resolutions: (i) designating new bargaining units and confirming existing units for certain employee classifications, (ii) designating certain employee classifications as unrepresented employees, and (iii) identifying staff positions and compensation levels for employee classifications for the Fiscal Year 2012-2013, all of which implement the organizational changes recommended in the Fiscal Year 2012-2013 Budget.

BACKGROUND AND ANALYSIS

Based on the organizational changes recommended in the Fiscal Year 2012-2013 Budget, certain changes in the employee classifications are required to be implemented and approved by the City Council.

A. Resolution No. 2012-68 Designating New Bargaining Units And Confirmation of Existing Units

Earlier this year, per City Council Resolution No. 2012-25, the City's police sergeants belong to the Bell Police Officers' Association Unit and represented by the Bell Police Officers Association. Additionally, the City employees were designated as part of a unit formerly known as the National Association of Municipal Employees Unit, which was later changed to the General and/or as currently known the Miscellaneous Unit. Per the meet and confer process with employees and their representatives earlier this year, the City is creating two (2) new bargaining units: the Confidential Unit and the Professional Unit.

Therefore, there are a total of four (4) bargaining units: (i) the Police Officers' Association Unit, (ii) the Confidential Unit, (iii) the Professional Unit, and (iv) the Miscellaneous Unit.

In addition, pursuant to the Fiscal Year 2012-2013 Budget, the City Council authorized the creation of two (2) new employee classifications of Administrative Specialist and Senior Human Resources Analyst to provide high level confidential administrative support. The City Council also authorized the creation of one (1) new employee classification of Contracts and Facilities Manager to implement the consolidation of public works, facilities, and related contract administration duties into one position in the Community Services Department.

In total, there are three (3) new employee classifications: (i) Administrative Specialist, (ii) Senior Human Resources Analyst, and (iii) Contracts and Facilities Manager. These three employee classifications must be designated as part of an appropriate unit.

Also, it is recommended that the classification title of Senior Management Analyst/City Clerk be changed to City Clerk. It is similarly recommended that the classification title of Senior Management Analyst/City Treasurer be changed to City Treasurer.

Pursuant to Government Code Section 3507 and Section 9 of City Council Resolution No. 87-46, which provides rules and regulations for the administration of employer-employee relations, the City is authorized to create and designate units for each employee classification. Accordingly, Resolution 2012-68 creates the two new appropriate units of Confidential Unit and Professional Unit, confirms the Police Officers' Association Unit, modifies the Miscellaneous Unit, and places the three new employee classifications in their appropriate unit.

B. Resolution No. 2012-66 Designating Certain Employee Classifications as Unrepresented Employees

Per the organizational changes recommended in the Fiscal Year 2012-2013 Budget, certain employee classifications in management positions City remain unrepresented. Part-time employee classifications also remain unrepresented.

Pursuant to Section 2.84.030(B) of the Bell Municipal Code, the City Council is authorized, by resolution, to designate certain employee classifications as unrepresented. Accordingly, Resolution No. 2012-66 confirms the employee classifications that remain unrepresented.

C. Resolution No. 2012-67 Identifying Compensation Levels of Employee Classifications

Pursuant to Sections 2.08.060, 2.12.020, 2.12.040, and 2.84.030(C) of the Bell Municipal Code, the City Council is required to set the compensation levels of all the employee classifications. The most recent Resolution regarding employee compensation levels is Resolution No. 2008-27, which was adopted on June 30, 2008. Resolution No. 2008-27 adopted compensation levels up to 2011 only. Currently, the compensation levels of the City's employees is not set.

Therefore, Resolution No. 2012-67 confirms the compensation levels for the employee classifications at the City at the **existing compensation level currently in place**. The compensation levels for the executive employee classifications reflect the ranges previously reviewed and recommended to the City Council. Also, a recent compensation study recommended that the compensation level for the Accounting Manager classification be reduced to the level recommended in Resolution No. 2012-67.

FINANCIAL IMPACT

None. The proposed budget reflects the compensation levels and organizational changes recommended in this report.

ATTACHMENTS

Resolution No. 2012-66, 2012-67, and 2012-68

RESOLUTION No. 2012-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DESIGNATING THE FOLLOWING FULL-TIME AND PART-TIME OFFICERS AND EMPLOYEES OF THE CITY TO BE UNREPRESENTED EMPLOYEES, PURSUANT TO MUNICIPAL CODE SECTION 2.84.0630 (B), AND RESCINDING RESOLUTIONS NO. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, AND 2008-24.

WHEREAS, Section 2.84.030(B) of the Bell Municipal Code authorizes the City Council to designate by resolution officers and employee classifications who shall be unrepresented employees of the City;

WHEREAS, the City Council adopted Resolution No. 2002-41 on July 15, 2002, Resolution No. 2003-31 on June 30, 2003, Resolution No. 2004-24 on June 28, 2004, Resolution No. 2005-10 on May 2, 2005, Resolution No. 2006-36 on June 26, 2006, Resolution No. 2007-25 on May 7, 2007, Resolution No. 2007-39 on July 23, 2007, and Resolution No. 2008-24 on June 30, 2008, regarding the designation of certain employee classifications as unrepresented employees; and

WHEREAS, the City Council further desires to rescind Resolution Nos. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, and 2008-24.

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

SECTION 1. Resolution Nos. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, and 2008-24 are hereby rescinded.

SECTION 2. Pursuant to Bell Municipal Code Section 2.84.030(B), the following full-time officers and employees shall be designated unrepresented employees:

1. EXECUTIVE MANAGEMENT

- 1.1. City Council Members
- 1.2. City Manager

2. ADMINISTRATIVE MANAGEMENT

- 2.1. Chief of Police
- 2.2. Community Development Director
- 2.3. Community Services Director
- 2.4. Finance Director
- 2.5. Police Captain
- 2.6. Police Lieutenant

3. MANAGEMENT

- 3.1. Accounting Manager
- 3.2. City Clerk
- 3.3. City Treasurer

4. MISCELLANEOUS PART-TIME

- 4.1. Code Enforcement Officer
- 4.2. Dispatcher
- 4.3. Office Aide
- 4.4. Office Clerk
- 4.5. Office Technician
- 4.6. Parking Enforcement Officer
- 4.7. Police Cadet
- 4.8. Recreation Aide
- 4.9. Recreation Attendant
- 4.10. Recreation Leader

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2012

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 19th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

RESOLUTION No. 2012-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DESIGNATING NEW UNITS AND CONFIRMING EXISTING UNITS FOR CERTAIN FULL-TIME AND PART-TIME OFFICERS AND EMPLOYEES OF THE CITY, AND RESCINDING RESOLUTIONS NO. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, AND 2008-24.

WHEREAS, pursuant to Government Code Section 3507, the City Council of the City of Bell, after consultation in good faith with employees of the City, adopted Resolution No. 87-46, which provides rules and regulations for the administration of employer-employee relations;

WHEREAS, Section 9 of Resolution No. 87-46 authorizes the City to determine the appropriate unit for each employee classification;

WHEREAS, the City Council desires to designate new appropriate units for certain employee classifications and confirm the existing appropriate units for employee classifications;

WHEREAS, the City Council also desires to affirm the existing exclusively recognized employee organization for each appropriate unit;

WHEREAS, the City Council adopted Resolution No. 2002-41 on July 15, 2002, Resolution No. 2003-31 on June 30, 2003, Resolution No. 2004-24 on June 28, 2004, Resolution No. 2005-10 on May 2, 2005, Resolution No. 2006-36 on June 26, 2006, Resolution No. 2007-25 on May 7, 2007, Resolution No. 2007-39 on July 23, 2007, and Resolution No. 2008-24 on June 30, 2008, regarding the designation of certain employee classifications in appropriate units; and

WHEREAS, the City Council further desires to rescind Resolution Nos. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, and 2008-24.

THE CITY COUNCIL OF THE CITY OF BELL DOES RESOLVE AS FOLLOWS:

SECTION 1. Resolution Nos. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, and 2008-24 are hereby rescinded.

SECTION 2. It is hereby confirmed that the employee classifications below belong to the pre-existing Bell Police Officers' Association Unit, which is currently exclusively represented by the recognized employee organization known as the Bell Police Officers Association:

1. BELL POLICE OFFICERS' ASSOCIATION UNIT

- 1.1 Police Sergeant
- 1.2 Police Officer
- 1.3 Detective
- 1.4 K-9 Officer

SECTION 3. It is hereby designated that the employee classifications below shall belong to the following newly created appropriate Confidential and Professional Units, which are currently exclusively represented by the recognized employee organization known as the Bell City Employees Association:

1. CONFIDENTIAL UNIT

- 1.1 Account Clerk (Payroll)
- 1.2 Administrative Specialist
- 1.3 Senior Human Resource Analyst
- 1.4 Senior Management Analyst (City Manager's Office)

2. PROFESSIONAL UNIT

- 2.1 Contracts and Facilities Manager
- 2.2 Management Analyst
- 2.3 Office Coordinator
- 2.4 Senior Accountant
- 2.5 Senior Management Analyst

SECTION 4. It is hereby designated that the employee classifications below shall belong to the following pre-existing but modified appropriate unit formerly known as the National Association of Municipal Employees Unit and then as the General and/or as currently known the Miscellaneous Unit, which is currently exclusively represented by the recognized employee organization known as the Bell City Employees Association:

1. MISCELLANEOUS UNIT

- 1.1 Account Clerk
- 1.2 Business License Officer
- 1.3 Code Enforcement Officer
- 1.4 Community Services Technician
- 1.5 Dispatcher
- 1.6 Filing Officer
- 1.7 Housing Coordinator
- 1.8 Housing Rehabilitation Technician
- 1.9 Housing Specialist
- 1.10 Office Assistant
- 1.11 Parking Enforcement Officer
- 1.12 Recreation Programmer
- 1.13 Recreation Supervisor
- 1.14 Senior Code Enforcement Officer
- 1.15 Senior Parking Enforcement Officer
- 1.16 Senior Recreation Supervisor

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2012

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 19th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

RESOLUTION NO. 2012-67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA,
IDENTIFYING EMPLOYEE CLASSIFICATIONS AND COMPENSATION LEVELS FOR
FISCAL YEAR 2012-2013 AND RESCINDING RESOLUTION NOS. 2004-22, 2005-09, AND
2008-27**

WHEREAS, Article XI, Section 5(b) of the California Constitution grants plenary authority to the City for setting the amount, method, and manner of compensation of its employees;

WHEREAS, Sections 2.08.060, 2.12.020, 2.12.040, and 2.84.030(C) of the Bell Municipal Code authorize the City Council of the City of Bell to set and approve, from time to time, the compensation levels of its employees;

WHEREAS, the City Council desires to provide competitive compensation to attract and retain well-qualified employees of the City;

WHEREAS, the City Council adopted Resolution No. 2004-22 on June 7, 2004, Resolution No. 2005-09 on May 2, 2005, and Resolution 2008-27 on June 30, 2008, regarding compensation levels of employees of the City;

WHEREAS, by this Resolution, the City Council desires to rescind Resolution Nos. 2004-22, 2005-09, and 2008-27; and

WHEREAS, in the program of services for the fiscal year 2012-2013 the City Council shall recognize the compensation levels of the positions below as of July 1, 2012.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES RESOLVE
AS FOLLOWS:**

SECTION 1. Resolution Nos. 2004-22, 2005-09, and 2008-27 are hereby rescinded, effective July 1, 2012.

SECTION 2. Effective July 1, 2012, the **annual** compensation levels of the following positions shall be as follows:

EXECUTIVE MANAGEMENT	MINIMUM	MAXIMUM
<i>City Council</i>	8,076.00	8,076.00
<i>City Manager</i>	159,600.00	199,500.00
<i>Chief of Police</i>	160,000.00	175,800.00
<i>Community Development Director</i>	130,000.00	145,600.00
<i>Community Services Director</i>	130,000.00	145,600.00
<i>Finance Director</i>	130,000.00	145,600.00
<i>Police Captain</i>	130,200.20	130,200.20
<i>Police Lieutenant</i>	125,999.90	125,999.90

SECTION 3. Effective July 1, 2012, the **monthly** compensation levels of the following positions shall be as follows:

CLASSIFICATION POSITIONS	STEP A	STEP B	STEP C	STEP D	STEP E
<i>Account Clerk</i>	3,021.76	3,172.85	3,331.49	3,498.06	3,672.98
<i>Accounting Manager</i>	8,196.70	8,606.54	9,036.86	9,488.70	9,963.14
<i>Administrative Specialist</i>	3,994.00	4,193.00	4,351.00	4,623.00	4,854.00
<i>Business License Officer</i>	2,610.38	2,740.90	2,877.94	3,021.85	3,172.92
<i>City Clerk</i>	5,034.90	5,286.65	5,550.98	5,828.53	6,119.95
<i>City Treasurer</i>	5,034.90	5,286.65	5,550.98	5,828.53	6,119.95
<i>Code Enforcement Officer</i>	3,446.04	3,618.36	3,799.27	3,989.22	4,188.69
<i>Community Services Technician</i>	3,757.28	3,945.13	4,142.41	4,349.52	4,566.99
<i>Contracts and Facilities Manager</i>	6,521.00	6,847.00	7,188.00	7,547.00	7,924.00
<i>Dispatcher</i>	3,918.81	4,114.74	4,320.49	4,536.50	4,763.33
<i>Filing Officer</i>	3,107.91	3,263.30	3,426.48	3,597.79	3,777.67
<i>Housing Coordinator</i>	3,346.98	3,514.31	3,690.03	3,874.54	4,068.26
<i>Housing Rehabilitation Technician</i>	4,413.09	4,633.74	4,865.42	5,108.70	5,364.13
<i>Housing Specialist</i>	5,222.92	5,484.07	5,758.26	6,046.17	6,348.49
<i>K-9, Motor Officer, and Detective</i>	5,704.60	5,989.50	6,288.70	6,603.30	6,963.00
<i>Management Analyst</i>	4,378.18	4,597.08	4,826.94	5,068.29	5,321.70
<i>Office Assistant</i>	2,498.38	2,623.31	2,754.48	2,892.20	3,036.80
<i>Office Coordinator</i>	3,812.21	4,002.81	4,202.94	4,413.11	4,633.76
<i>Parking Enforcement Officer</i>	3,446.04	3,618.36	3,799.27	3,989.22	4,188.69
<i>Police Officer</i>	5,186.00	5,445.00	5,717.00	6,003.00	6,330.00
<i>Police Sergeant</i>	6,119.00	6,425.00	6,746.00	7,084.00	7,438.00
<i>Recreation Programmer</i>	3,346.98	3,514.31	3,690.03	3,874.54	4,068.26
<i>Recreation Supervisor</i>	3,988.81	4,188.25	4,397.66	4,617.54	4,848.42
<i>Senior Accountant</i>	6,283.66	6,597.85	6,927.74	7,274.13	7,637.83
<i>Senior Code Enforcement Officer</i>	5,081.85	5,335.94	5,602.74	5,882.87	6,177.02
<i>Senior Human Resource Analyst</i>	5,034.90	5,286.65	5,550.98	5,828.53	6,119.95
<i>Senior Management Analyst</i>	5,034.90	5,286.65	5,550.98	5,828.53	6,119.95
<i>Senior Parking Enforcement Officer</i>	5,081.85	5,335.94	5,602.74	5,882.87	6,177.02
<i>Senior Recreation Supervisor</i>	5,222.92	5,484.07	5,758.26	6,046.17	6,348.49

SECTION 4. Effective July 1, 2012, the **hourly** compensation levels of the following positions shall be as follows:

PART-TIME HOURLY CLASSIFICATIONS

<i>Code Enforcement Officer</i>	15.80	16.59	17.42	18.29	19.20
<i>Dispatcher</i>	16.58	17.41	18.28	19.20	20.16
<i>Office Aide</i>	10.53	11.06	11.61	12.19	12.80
<i>Office Clerk</i>	8.46	8.88	9.32	9.79	10.28
<i>Office Technician</i>	13.44	14.11	14.82	15.56	16.34
<i>Parking Enforcement Officer</i>	12.92	13.57	14.25	14.96	15.71
<i>Police Cadet</i>	10.53	11.06	11.61	12.19	12.80
<i>Recreation Aide</i>	10.53	11.06	11.61	12.19	12.80
<i>Recreation Attendant</i>	8.46	8.88	9.32	9.79	10.28
<i>Recreation Leader</i>	13.44	14.11	14.82	15.56	16.34

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 19th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

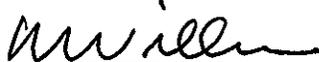
ABSTAIN:

Rebecca Valdez, CMC, City Clerk

235

City of Bell Agenda Report

DATE: September 19, 2012
 TO: Mayor and Members of the City Council
 FROM: Rebecca Valdez, CMC, City Clerk

APPROVED
 BY: 
 Doug Willmore, City Manager

SUBJECT: Discussion Regarding Changing the Dates and Times of the City Council's Regular Meetings for the remainder of 2012.

RECOMMENDATION:

Staff seeks direction.

DISCUSSION:

The City Council adopted Resolution No. 2012-02 on January 11, 2012 setting the meeting dates to the first and third Wednesday of every month. The City of Bell, like most cities in California, participates in various inter-governmental organizations and agencies. The City's participation in these various endeavors provides a public benefit in that the City's issues, concerns, views and interests are expressed and represented at the various bodies. Additionally, City representatives on these boards and commissions have the opportunity to learn of new developments and opportunities to benefit the City. The current City Council meeting schedule conflicts with some of these agencies, boards and commissions meetings.

The agencies, boards and commissions Council designee and meetings are as follows:

Agency/Commission	Designee	Alternate	Meeting Date	Meeting Time
County Sanitation District	Mayor Automatically is the designee (Ali Saleh)	Violeta Alvarez	2nd and 4th Wednesday	1:00 PM
710-Local Advisory Committee	Ana Maria Quintana	Danny Harber	TBD	
Bell Cudahy Telecommunications	Ali Saleh	Danny Harber	TBD	
California Contract Cities	Ali Saleh	Violeta Alvarez	Annual Conferences	
Gateway Cities Council of Governments	Ana Maria Quintana	Nestor Valencia	1st Wednesday	6:00 PM
Greater Los Angeles County Vector Control	Danny Harber	Nestor Valencia	2nd Thursday	6:00 PM
Independent Cities	Nestor Valencia	Danny Harber	Annual Conferences	
League of California Cities	Violeta Alvarez	Nestor Valencia	Annual Conferences	
Orangeline Development Authority	Violeta Alvarez	Ana Maria Quintana	2nd Wednesday	6:00 PM
SCAG	Ana Maria Quintana		TBD	

The City Attorney's schedule is as follows:

Dave Aleshire, City Attorney	City of Signal Hill	1st and 3rd Tuesday
	City of Banning	2nd and 4th Tuesday
	Mondays not available	
Sunny Soltani, Assistant City Attorney	Carson	1st and 3rd Tuesday
	Carson PC	2nd and 4th Tuesday

**ITEM NO. 11
DOCUMENTS WILL
BE PROVIDED
PRIOR TO THE
COUNCIL MEETING**