



**CITY OF NORCO
CITY COUNCIL REGULAR MEETING AGENDA**

**Wednesday, August 17, 2016
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 6:00 p.m.

ROLL CALL: Kevin Bash, Mayor
Greg Newton, Mayor Pro Tem
Robin Grundmeyer, Council Member
Berwin Hanna, Council Member
Ted Hoffman, Council Member

The City Council will recess to Closed Session (Section 54954) to consider the following matter:

CLOSED SESSION:

§54956.8 - Conference with Real Property Negotiator:

Property: APNs 131-112-015, 131-112-016, 131-112-009

City Negotiator: City Manager Andy Okoro

Under Negotiation: Price and Terms

RECONVENE PUBLIC SESSION: 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION - §54957.1: (City Attorney)

PLEDGE OF ALLEGIANCE: Council Member Ted Hoffman

INVOCATION: Father Michael Gabriel, St. Anthony & St. Abahoub Coptic Orthodox Church

BUSINESS APPRECIATION HONOREE: Sparky's Electric

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

1. CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS:
2. CITY COUNCIL CONSENT ITEMS: *All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No.3 of the Agenda.*

- A. City Council Regular Meeting Minutes of August 3, 2016. **Recommended Action: Approve the City Council regular meeting minutes.** (City Clerk)
 - B. Procedural Step to Approve Ordinance after Reading of Title Only. **Recommended Action: Approval** (City Clerk)
 - C. Recap of Actions Taken by the Planning Commission at its Meeting Held on August 10, 2016. **Recommended Action: Receive and file.** (Planning Director)
 - D. Acceptance of Bids and Award of Contract for the Sixth Street Cape Seal Project. **Recommended Action: Accept bids submitted for the cape seal application and striping improvements located on Sixth Street between Sierra Avenue and California Avenue, award a contract to Pavement Coatings Co in the amount of \$242,500 and authorize the City Manager to approve contract change orders up to 10 percent of the total bid amount.** (Director of Public Works)
 - E. Award of Contract for Design Services for the Hillside Avenue and Winchester Drive Waterline Improvement Project, Temescal Avenue, Cole Street and Triple Crown Circle Waterline Improvement Project, Valley View Avenue Waterline Improvement Project and Vine Street, Driftwood Place and Half Moon Court Waterline Improvement Project. **Recommended Action: Award a contract to KWC Engineers in the amount of \$280,100 and authorize the City Manager to approve contract change orders up to 10 percent of the total contract amount.** (Director of Public Works)
 - F. **Resolution No. 2016-56, Declaring Level 1 Water Conservation Measures. Recommended Action: Adopt Resolution No. 2016-56, declaring Level 1 water conservation measures.** (Director of Public Works)
 - G. Award of Contract for Design Services for the Hamner Avenue Waterline Improvement Project. **Recommended Action: Award a contract to Armstrong & Brooks Consulting Engineers in the amount of \$87,165 and authorize the City Manager to approve contract change orders up to 10 percent of the total contract amount.** (Director of Public Works)
3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR
4. **PUBLIC COMMENTS:** *This is the time when persons in the audience wishing to address the City Council regarding matters not on the agenda may speak. Please complete the speaker card in the back of the room and present it to the City Clerk so that you may be recognized.*

5. **LEGISLATIVE MATTER:** *No new evidence will be heard from the public as the public hearing has been closed regarding the items listed.*

- A. **Ordinance No. 1006, Second Reading. Zone Code Amendment 2016-02 (City):** A proposal to amend Chapter 18.37 of the Norco Municipal Code to revise the requirements for temporary signs. (City Clerk)

The first reading of Ordinance No. 1006 held on August 3, 2016 and adopted by the Council with a 4-0-1 vote (Council Member Hanna absent). Ordinance No. 1006 approves Zone Code Amendment 2016-02, which amends the text of Chapter 18.37 of the Norco Municipal Code entitled "Signs" to revise the allowances and approval procedures for temporary advertising signs.

Recommended Action: Adopt Ordinance No. 1006 for second reading.

6. **DISCUSSION / ACTION ITEM:**

- A. Approval of the 2016 City of Norco Strategic Plan. (City Manager)

In March of this year, the City Manager initiated a process to update the City's Strategic Plan in order to set clear priorities that are essential to achieving the mission and vision of the City over the next three (3) years. On May 21, 2016, a facilitated workshop that included staff, Council Members, Commission Members, Economic Development Advisory Council (EDAC) Members and residents was held and participants agreed on revised Mission and Vision Statements for the City along with five (5) broad strategic priorities for the City. Staff was charged to develop "Action Plans" that are necessary to achieve the strategic priorities that were established during the workshop. Staff completed the development of the Action Plans and has presented the Draft Strategic Plan to all City Commissions and EDAC. All Commissions and EDAC have unanimously recommended that the City Council approve the Strategic Plan for implementation.

Recommended Action: Approve the 2016 City of Norco Strategic Plan

7. **CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:**

ADJOURNMENT

In compliance with the Americans with Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in this meeting, please contact the City Clerk's office, (951) 270-5623, at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility. Staff reports are on file in the City Clerk's Office. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be available for public inspection at the City Clerk's Counter in City Hall located at 2870 Clark Avenue during normal business hours. The meeting is recorded.



**CITY OF NORCO
CITY COUNCIL REGULAR MEETING MINUTES**

**Wednesday, August 3, 2016
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 6:00 p.m.

ROLL CALL:

Present:
Kevin Bash, Mayor
Greg Newton, Mayor Pro Tem
Robin Grundmeyer, Council Member
Ted Hoffman, Council Member

Absent:
Berwin Hanna, Council Member

The City Council recessed to Closed Session (Section 54954) to consider the following matter:

CLOSED SESSION:

§54956.8 - Conference with Real Property Negotiator:

Property: APNs 131-112-015, 131-112-016, 131-112-009
City Negotiator: City Manager Andy Okoro
Under Negotiation: Price and Terms

RECONVENE PUBLIC SESSION: 7:02 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION - §54957.1: (City Attorney)

City Attorney John Harper stated that there was no reportable action from Closed Session.

PLEDGE OF ALLEGIANCE: Council Member Ted Hoffman

INVOCATION: Pastor Fred Griffin, Corona Church of the Open Door

RECOGNITION: Norco Girls Softball League, 14U All Stars

Mayor Bash presented the team and coaches with certifications of recognition for their achievements.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

1. CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS:

Council Member Grundmeyer:

- Attended the Corona-Norco Unified School District Red Ribbon Planning meeting today. This year's Red Ribbon theme is "YOLO Be Drug Free."

Council Member Hoffman:

- Attended a Local Agency Formation Commission meeting.
- Attended a Riverside Transit Agency meeting. Mr. Hoffman reported that ridership has increased and commented on the summer youth fare program.
- Attended a George Ingalls Veterans Committee meeting.
- Attended a Riverside County Transportation Commission meeting.
- Thanked Lt. Briddick for the Coffee with a Cop event.

Mayor Pro Tem Newton:

- Attended the Jurupa Community Services District 60th Anniversary event.

Mayor Bash:

- Attended the Jurupa Community Services District 60th Anniversary event.
- Serves on the Norco College Advisory Board and reported that the search for a new Norco College president begins in two weeks.
- Attended a Western Riverside Council of Governments meeting.
- Attended a meeting of the Corona Regional Medical Center Board.
- Met with a Cub Scout Webelos Den today and provided them with a tour of City Hall.

2. CITY COUNCIL CONSENT ITEMS:

Mayor Bash pulled item 2.I. Mayor Pro Tem Newton pulled items 2.C., 2.D., 2.E., and 2.G. Council Member Hoffman pulled item 2.F.

M/S GRUNDMEYER/HOFFMAN to approve the remaining Consent Calendar items as presented. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

- A. City Council Regular Meeting Minutes of July 20, 2016. **Action: Approved the City Council regular meeting minutes.** (City Clerk)
- B. Procedural Step to Approve Ordinance after Reading of Title Only. **Action: Approved.** (City Clerk)

- C. Recap of Actions Taken by the Planning Commission at its Special Meeting Held on July 27, 2016. **Pulled for discussion.** (Planning Director)

- D. Acceptance of Bids and Award of Contract for the Hamner Avenue and Temescal Avenue Street Rehabilitation Project. **Pulled for discussion.** (Director of Public Works)

- E. Acceptance of the Third Street Improvement Project. **Pulled for discussion.** (Director of Public Works)

- F. Acceptance of Bluff Street and Western Avenue Water Improvement Project. **Pulled for discussion.** (Director of Public Works)

- G. Reclassification of Trust Account Deposits to Fund Streets, Trails, Sewer Capital, and General Fund Operations. **Pulled for discussion.** (Finance Officer)

- H. Approval of Supplemental Agreement for the 2016-2017 Community Development Block Grant Program Year. **Action: Approved the Supplemental Agreement for the 2016-2017 Community Development Block Grant program year.** (Deputy City Manager/Director of Parks, Recreation and Community Services)

- I. Acceptance of Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event. **Pulled for discussion.** (Deputy City Manager/Director of Parks, Recreation and Community Services)

3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR

- 2.C. Recap of Actions Taken by the Planning Commission at its Special Meeting Held on July 27, 2016. (Planning Director)

Mayor Pro Tem Newton commented on item 2.A on the Planning Commission agenda of July 27, 2016 regarding Specific Plan 91-02 Amendment 7 to amend the regulations for the Equestrian Residential District relating to the allowed lot and pad area coverage. Mayor Pro Tem Newton requested that in addition to notifying residents, that staff provide notification of the public hearing on the City's website and any other possible means of notification.

M/S BASH/NEWTON to receive and file. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

2.D. Acceptance of Bids and Award of Contract for the Hamner Avenue and Temescal Avenue Street Rehabilitation Project. (Director of Public Works)

Mayor Pro Tem Newton commented on construction on Temescal Avenue between First and Second Streets. He said that Norco Elementary is currently under construction and asked if the Corona Norco Unified School District is contributing to any cost of the road repair. Director Blais stated that the District is not required to contribute, however, any of their construction activities that impact the road, they are required to put back in-kind. Mayor Pro Tem Newton suggested that the City wait to proceed with the rehabilitation project until the District has completed their construction. Mayor Pro Tem Newton also suggested incorporating traffic calming measures while this rehabilitation project is underway. Council Member Hoffman suggested that staff coordinate with the school district to have the least amount of impact as possible on the parents and children.

M/S NEWTON/HOFFMAN to accept bids submitted for the construction of new asphalt, ADA ramps, and striping improvements located on Hamner Avenue (between Fourth and Sixth Streets) and Temescal Avenue (between First and Second Streets), award a contract to All American Asphalt, Inc. in the amount of \$558,280 and authorize the City Manager to approve contract change orders up to 10 percent of the total bid amount. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

2.E. Acceptance of the Third Street Improvement Project. (Director of Public Works)

Mayor Pro Tem Newton asked if the contractor is required to reinstall the residents' mailboxes. In response, Director Blais stated that anything that is moved or removed, the contractor is required to reinstall. Mayor Pro Tem Newton said he supports approving this Notice of Completion with the condition that the contractor reinstall the mailboxes that are currently propped up on concrete blocks and that the right-of-way be cleared of weeds.

M/S NEWTON/BASH to accept the Third Street Improvement Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

2.F. Acceptance of Bluff Street and Western Avenue Water Improvement Project. (Director of Public Works)

Council Member Hoffman asked if City staff has inspected and confirmed the project complete per the requirements. In response, Director Blais said that staff has inspected and that the contractor has been a pleasure to work with and has gone above and beyond.

M/S HOFFMAN/GRUNDMEYER to accept the Bluff Street and Western Avenue Water Improvement Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

2.G. Reclassification of Trust Account Deposits to Fund Streets, Trails, Sewer Capital, and General Fund Operations. (Finance Officer)

Mayor Pro Tem Newton asked if these were primarily cash in lieu accounts. In response City Manager Okoro stated that the items that pertain to street funds are cash in lieu. Mayor Pro Tem Newton commented on the transfer to the General Fund in the amount of \$9,900 for the Get A Grip Foundation modular unit. He added that the Foundation no longer exists and that the modular unit is being used as the tournament event lounge for the golf course. Director King indicated that the City was not aware that it was being used in another manner as a modification to the Conditional Use Permit was never done. There was some discussion about this being a code violation.

Council Member Hoffman commented that there are portions of Ingalls Park that require repair and suggested that \$50,000 be set aside for those repairs. Deputy City Manager Petree said that staff can come back during mid-year budget adjustments for these repairs.

Rosa Zuniga-Green suggested that the City set aside a certain portion of the funds in case the City received claims on those funds. Ms. Zuniga-Green asked if the Get a Grip Foundation has been properly notified.

M/S HOFFMAN/BASH to reclassify trust account deposits to fund streets, trails, sewer capital, and General Fund operations. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

- 2.1. Acceptance of Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event. (Deputy City Manager/Director of Parks, Recreation and Community Services)

Cassandra Sanders-Holly spoke in support of this event. Ms. Sanders-Holly commented on the importance of highlighting the City's history as well as having an event for people with disabilities.

Linda Dixon spoke in support of this event.

M/S HOFFMAN/BASH to accept the Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

4. PUBLIC COMMENTS:

Geoff Kahan commented on the Concerts in the Parks events on August 5 and 12 at Pikes Peak Park at 6:00 p.m. Also, Mr. Kahan, as a representative from Boy Scout Troop 33, presented the City with a plaque in appreciation for the City's support of the Scouting program.

Rosa Zuniga-Green thanked Lt. Briddick for his follow-up on the issues she presented at the last City Council meeting regarding the no parking signs near the golf course area. Ms. Zuniga-Green expressed concern that the citations are only \$26 and will not be taken seriously. She suggested that the City Council increase the fines to at least \$250.

5. LEGISLATIVE MATTER:

- A. **Ordinance No. 1005, Second Reading.** Ordinance Amending Chapter 14.08 "Public Sewerage System Wastes" to the Norco Municipal Code. Code Change 2016-03 (City Clerk)

M/S BASH/HOFFMAN to adopt Ordinance No. 1005 for second reading. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

6. DISCUSSION / ACTION ITEMS:

- A. Consideration of Organizational Modifications to the Economic Development Advisory Council (EDAC). (City Clerk/Economic Development Consultant)

City Clerk Link reported that at its meeting of June 15, 2016 the City Council expressed an interest in modifying the Resolution 2014-40, governing the size, composition and operational procedures for the Economic Development Advisory Council (EDAC). After researching the history and legislative intent of the EDAC, evaluating its recent performance and conferring with its Members, staff recommends some changes that will enhance the EDAC's efficiency and make it more representative of Norco's dynamic business community.

After some discussion, it was suggested by Council Members Hoffman and Newton to keep the membership at eleven members. Council Member Hoffman added that he would like to see membership include representative from the major industries such as hotel and automobile dealerships.

M/S NEWTON/GRUNDMEYER to adopt Resolution No. 2016-53, implementing organizational modifications to the Economic Development Advisory Council (EDAC), which include maintaining the composition of 11 members, to remove the two City Council Member appointees from the EDAC, and to direct the City Clerk to begin recruitment in September 2016 for three vacant positions. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

- B. Formation of an Ad-Hoc Committee to Review Hindu Temple Entitlement Process. (City Manager)

City Manager Okoro indicated that an application for Conditional Use Permit (CUP) 2014-10 and associated Variance 2014-05 for the development of a temple and cultural center submitted by Swaminarayan Gurukul-USA/Patolia was denied by the Planning Commission on April 13, 2016. The appeal by the applicant to the City Council was denied on July 6, 2016. In an effort to have a better understanding of the project and to resolve the issues that have been raised, staff is recommending that the City Council authorize the formation of Ad-Hoc Committee to review the issues and concerns that have been raised and to provide a recommendation for resolution to the City Council. City Manager Okoro also presented another option, which is a less formal process, is a Business Advisory Group.

In response to Mayor Pro Tem Newton, Director King stated that the applicant met with staff through a Project Review Board to go over the entitlement process and code requirements. There were additional individual meetings with staff as well. Director King added that this process is available to all project applicants.

In response to Council Member Hoffman, Director King indicated that the applicant understood the procedures and the requirements.

Myrna Paltza commented on the membership of the Ad-Hoc Committee and suggested resident appointments be made to the Committee but overall was opposed to the formation of the Committee.

Shannon Watt indicated that she lives directly behind the hill from the proposed project. She commented on drainage, grading, parking, and traffic concerns.

Linda Dixon commented on her opposition of the formation of the Ad-Hoc Committee. Ms. Dixon expressed that this would set at precedence.

Su Bacon concurred with Ms. Dixon.

Sandy Higgins expressed that the streets cannot handle the added traffic.

Allison Brown expressed her opposition to the formation of the Committee.

Diane Yauney opposed the formation of the Ad-Hoc Committee.

Maria Block expressed her opposition to the formation of the Ad-Hoc Committee.

Karen Leonard questioned the purpose of the Ad-Hoc Committee. Ms. Leonard commented that the applicant can wait the one year requirement and submit a new application for the project. She opposed the formation of the Committee.

Rosa Zuniga-Green also opposed the formation of the Committee. She said that no lawsuit has been filed but that the City should begin preparing to present documentation.

Council Member Hoffman expressed concern about forming an Ad-Hoc Committee as he also thinks it setting precedence. Mr. Hoffman suggested holding a workshop of Commissioners and Council Members to discuss the specifics of the Religious Land Use and Institutionalized Persons Act. Council Member Hoffman invited the applicant to come back and work with staff on finding solutions to the issues involving the project.

Mayor Pro Tem Newton also expressed his opposition to the formation of the Ad-Hoc Committee as this is a process that is not offered to others.

Mayor Bash Bash said that this is a result of the Press-Enterprise article. Mayor Bash said that the City Council is open to the communication process.

Council Member Grundmeyer concurred with scheduling a workshop as suggested by Council Member Hoffman. Council Member Grundmeyer commented on the issue of how media communication is handled. Council Member Hoffman added that communications should be centralized through the City Manager's Office.

M/S NEWTON/HOFFMAN to not approve the formation of an Ad-Hoc Committee to review Hindu Temple Entitlement Process. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

Mayor Bash recessed the meeting at 9:40p.m. and reconvened at 9:53 p.m.

7. PUBLIC HEARING:

- A. **Ordinance No. 1006, First Reading. Zone Code Amendment 2016-02 (City):** A proposal to amend Chapter 18.37 of the Norco Municipal Code to revise the requirements for temporary signs. (Planning Director)

Director Steve King reported that the City Council directed staff and the Planning Commission to review the current sign code in terms of possibly revising what types of temporary advertising signs can be allowed and to look at ways to make the processing of applications easier, and to make the allowances more equitable between the various commercial zones in the City. The Planning Commission reviewed the proposed Zone Code Amendment on June 8, 2016 and has recommended approval with some changes.

Council Member Hoffman expressed concern about the lack of staff to conduct inspections of the signs.

Council Member Grundmeyer referenced page 3 of the staff report and indicated that 18.37.10 (1) should be consistent with the language in 18.37.10 (1)(i).

M/S BASH/NEWTON to adopt Ordinance No. 1006 for first reading with changes. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON
NOES: NONE
ABSENT: HANNA
ABSTAIN: NONE

8. APPEAL HEARINGS:

- A. **Conditional Use Permit 2016-10 (Campos):** An appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 1,344 square-foot garage and workshop building at 1551 Longhorn Way located within the Norco Hills Specific Plan (NHSP) Amendment No.1 (Planning Director)

Director Steve King reported that the subject property is located in the Norco Hills Specific Plan (NHSP) Amendment No.1 (Ito Farms), consists of .57 acres/24,732

square-feet, and is developed as a single family residence. Accessory buildings that exceed 864 square feet require approval of a conditional use permit by the Planning Commission. Because denial of this accessory building has been appealed, it is now being considered by the City Council.

Director King added that the Norco Hills Specific Plan (NHSP) was designed primarily to protect hillsides; not to promote animal-keeping. There are lots that are big in size but have small pad areas. When the NHSP was approved, of the 216 lots, 49 were designated as non-animal-keeping. In the NHSP, there is not a requirement for an open animal area. The Planning Commission looked at this project and indicated the requirements were met but the proposed accessory building is taking up all the potential animal-keeping area; therefore, the project was denied.

Mayor Bash opened the public hearing.

Sharon Nelson, applicant, commented that the project meets City codes.

Mayor Bash closed the public hearing.

Mayor Pro Tem Newton asked what the Planning Commission's legal finding was for denial of the project. In response, Director King said that one of the findings is to make sure it promotes animal-keeping and small plot agricultural intent of the General Plan. If the Planning Commission cannot make the finding then generally the project is denied. Mayor Pro Tem Newton expressed concern because the NHSP overrules the General Plan.

M/S HOFFMAN/BASH to uphold the Planning Commission action to deny Conditional Use Permit 2016-10 based upon the General Plan and animal-keeping rights. The motion failed by the following roll call vote:

AYES: BASH, HOFFMAN
NOES: GRUNDMEYER, NEWTON
ABSENT: HANNA
ABSTAIN: NONE

M/S HOFFMAN/BASH to send the matter back to the Planning Commission to discuss the issues with the applicant.

Under Discussion:

Mayor Pro Tem Newton stated that the applicant is looking for a remedy tonight.

Mayor Bash rescinded his second of the motion.

M/S NEWTON/GRUNDMEYER to overturn the Planning Commission action, therefore approving Conditional Use Permit 2016-10. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, NEWTON
NOES: HOFFMAN
ABSENT: HANNA
ABSTAIN: NONE

- B. Conditional Use Permit 2016-15 (Wrye):** An appeal of the Planning Commissions denial of a request for approval to allow a detached accessory building consisting of a 2,000 square-foot workshop/storage building at 4760 Roundup Road located within the A-1-20 (Agricultural Low Density) Zone. (Planning Director)

Director Steve King reported that the subject property is located in the A-1-20 Zone, consists of about .52 acres/22,487 square-feet and is developed with a single family residence. Accessory buildings that exceed 864 square feet require approval of a conditional use permit by the Planning Commission. Because denial of this accessory building has been appealed, it is now being considered by the City Council.

The required open animal keeping area is proposed on the west side of the proposed accessory building (the northwest corner of the property), and directly in front of that building's doors. The doors include two roll-up doors, one of which is 14 feet tall indicating the potential for large vehicle usage. The project was originally reviewed by the Planning Commission and denied without prejudice based on concern that access by large vehicles to the accessory workshop/storage structure would be through the open animal area and therefore lessen the potential for it to ever be used as such.

A denial-without-prejudice means that the applicant can approach the Planning Commission again on the same project without having to wait a year as is required for a straight denial. The Planning Commission had suggested flipping the open animal area and the workshop/storage building so that access to the accessory structure would be straight down the driveway and not affect the open animal area. The applicant elected to approach the Planning Commission with the same site plan and showing two options for access around the open animal area to the workshop/storage building.

Mayor Bash opened the public hearing.

Ken Wrye, applicant, commented that flipping the accessory building would not be practical and put the building too close to the house. It also makes the rest of the lot unusable.

In response to Council Member Grundmeyer, Director King indicated that as noted in the minutes, the preferred rendering by the Planning Commission was Sheet 1A. Mayor Pro Tem Newton indicated that whichever drawing is chosen, animal-keeping would be impacted by the use of the building. The project meets adequate open area and meets square footage requirements. Director King added that the Planning Commission did not think the layout was the best to promote animal-keeping.

Council Member Hoffman indicated that whichever drawing is approved, it then becomes a permanent recording of the animal-keeping area. Director King indicated that this is an open animal area so it is not recorded. This area can float to another area of the property. City Attorney Harper suggested that the Council could condition approval to have a permanent designated animal-keeping area.

City Attorney Harper indicated that Condition 1 of Resolution No. 2016-55 state, "Approval is based on Exhibit "D" (Sheet A1) – Site Plan and Building Elevations dated April 26, 2016 and incorporated herein by reference and on file with the Planning Division, specifically as to the location of the designated animal-keeping area."

Mike Thompson expressed his concern about trying to limit property when they meet code requirements.

Mayor Bash closed the public hearing.

M/S BASH/NEWTON to adopt Resolution No. 2016-55, subject to the amended Section 1, Number 1 condition of approval. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

9. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

Mayor Bash commented that he received a complaint from the manager of Hobby Lobby regarding the short timing for the left-hand turn signal from Hidden Valley Parkway into the parking lot. In response, Director Blais indicated that the traffic signal is controlled by Caltrans. The signal is an unprotected left turn signal and staff is currently working with Caltrans to get it changed to a protected left turn signal, which will allow for a steady flow of cars to go through.

Mayor Bash also inquired about prefunding for the Hamner Avenue Bridge project. City Manager Okoro indicated that the City is working on the engineering and environmental aspects of the project completed. Upon completion, there is a reasonable expectation that Riverside County Transportation Commission will assist the City in identifying and providing funding for the project.

In response to Mayor Pro Tem Newton, Deputy City Manager Petree stated that during mid-year budget review, staff will request funding for completion of the median on Hamner Avenue between Sixth Street and Detroit Avenue.

Council Member Hoffman requested to agendaize discussion of forming a conflict resolution board.

M/S HOFFMAN/BASH to agendize discussion of forming a conflict resolution board. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

Council Member Grundmeyer requested that the Planning Commission minutes contain more detail noting if applicants are present during hearings, and if applicants addressed the Commission or chose to decline to comment. Council Member Grundmeyer also requested a list of Planning terms with definitions.

ADJOURNMENT

Mayor Bash adjourned the meeting at 11:22 p.m.

Cheryl L. Link, CMC, City Clerk



**CITY OF NORCO
RECAP OF ACTIONS TAKEN
PLANNING COMMISSION REGULAR MEETING AGENDA**

**Wednesday, August 10, 2016
City Council Chambers, 2820 Clark Avenue, Norco CA 92860**

CALL TO ORDER: **7:00 p.m.**

ROLL CALL: Patricia Hedges, Chair - **Present**
Robert Leonard, Vice Chair – **Present**
Danny Azevedo, Commission Member - **Absent**
Phil Jaffarian, Commission Member - **Present**
John Rigler, Commission Member - **Present**

PLEDGE OF ALLEGIANCE: **Commission Member Phil Jaffarian**

APPEAL NOTICE: **Read by Planning Director King**

1. ELECTION OF CHAIR AND VICE CHAIR: Vice Chair Leonard was elected Chair and Commission Member Rigler was elected Vice Chair
2. PUBLIC COMMENTS: **None**
3. APPROVAL OF MINUTES:
 - A. Minutes of Regular Meeting of June 8, 2016, Recommended Action: Approval (Minutes Clerk): **Action: Approved 4-0-1**
4. CONTINUED PUBLIC HEARING:
 - A. **Conditional Use Permit 2016-13 (Davis):** A request for approval to allow a detached accessory building consisting of a 2,400 square-foot storage/hobby shop building at 2579 Echo Hill Drive located within the A-1-20 (Agricultural Low Density) Zone Recommended Action: Approval (Senior Planner)
Action: Approved 3-1(Rigler)-1, this action is final unless appealed to City Council.
Applicant: Present
 - B. **Conditional Use Permit 2016-25 (Sahil Investment Group):** A proposal for a 90-room hotel at 3361 Hamner Avenue in the C-G (Commercial General) Zone. Recommended Action: Approval (Planning Director)
Action: Approved 4-0-1, with the condition that the architecture be revised to incorporate western elements for approval by the Planning Commission. This action is final unless appealed to City Council.
Applicant: The applicant's representative was present
 - C. **Zone Code Amendment 2016-04 (City):** A proposal to amend Chapter 18.30 regarding lot coverage allowance in the A-1 zone. Recommended Action: Approval (Planning Director)

Action: Recommendation for approval 4-0-1. This item will be scheduled for a public hear before the City Council at the next available meeting.

- D. **Specific Plan 90-01 Amendment 13 (City):** A proposal to amend the Permitted Uses and Development Standards sections of the Industrial District of the Gateway Specific Plan. **Recommended Action: Approval** (Planning Director)
Action: Recommendation for approval 4-0-1. This item will be scheduled for a public hear before the City Council at the next available meeting.

5. PUBLIC HEARINGS:

- A. **Conditional Use Permit 2016-22 (Podaca):** A request for approval to allow a detached accessory building consisting of a 2,000 square-foot storage/hobby building at 3596 Pedley Avenue located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 3-1(Hedges)-1, this action is final unless appealed to City Council.
Applicant: present

- B. **Conditional Use Permit 2015-06 (Duarte):** A request for approval to allow a detached accessory building consisting of a 1,250 square-foot storage building at 5060 Pinto Place located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Continue to September 14, 2016 (Senior Planner)
Action: Continued 4-0-1, to the meeting of September 14, 2016

- C. **Conditional Use Permit 2016-26 (Bowen):** A request for approval to allow a temporary mobile home for the elderly at 2484 Pinto Lane located within the within the A-1-20 (Agricultural Low Density) Zone. **Recommended Action: Approval** (Senior Planner)
Action: Approved 4-0-1, this action is final unless appealed to City Council.
Applicant: present

6. BUSINESS ITEMS:

- A. **Site Plan 2016-12 (McPherson):** A request for approval to allow a detached accessory building consisting of an 840 square-foot garage/workshop building at 733 Seventh Street located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 4-0-1, this action is final unless appealed to City Council.
Applicant: present

7. PLANNING COMMISSION / STAFF COMMUNICATIONS:

- A. Oral Reports from Various Committees: **None**
- B. Request for Items on Future Agenda (within the purview of the Commission):
- o **M/S Leonard/Hedges** to agendize a discussion on exempting 400 square-foot detached garages (on properties without any garages) from review by the Planning Commission as required under the accessory building ordinance;
Motion passed 4-0-1.

ADJOURNMENT: 9:39 p.m.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Chad Blais, Director of Public Works 

DATE: August 17, 2016

SUBJECT: Acceptance of Bids and Award of Contract for the Sixth Street Cape Seal Project

RECOMMENDATION: Accept bids submitted for the cape seal application and striping improvements located on Sixth Street between Sierra Avenue and California Avenue, award a contract to Pavement Coatings Co. in the amount of \$242,500 and authorize the City Manager to approve contract change orders up to 10 percent of the total bid amount.

SUMMARY: Bids for the Sixth Street Cape Seal Project were opened July 20, 2016 with Pavement Coatings Co. of Mira Loma, California being the lowest responsible bidder. Therefore, it is recommended that a contract be awarded to Pavement Coatings Co. in the amount of \$242,500.

BACKGROUND/ANALYSIS: Plans and specifications for the Sixth Street Cape Seal Project were advertised on June 24, 2016 with a bid opening date of July 20, 2016. The project entails a cape seal application and striping improvements on Sixth Street between Sierra Avenue and California Avenue. A total of four (4) bids were received with proposals ranging in value from \$242,500 to \$356,650. The Bid summary sheet has been attached for Council's review.

FINANCIAL IMPACT: Funds for the Sixth Street Cape Seal Project have been budgeted in the Measure A Fund 137.

Attachments: Bid Summary
Contract Agreement

City of Norco
Sixth Street Cape Seal Project
July 20, 2016 @ 12:00 P.M.

Company Name / Address	BID
American Asphalt South, Inc. P.O. Box 310036 Fontana CA 92331	\$ 334,400.00
All American Asphalt P.O. Box 2229 Corona CA 92878-2229	\$ 272,500.00
Pavement Coatings Co. 10240 San Sevaine Way Mira Loma CA 91752	\$ 242,500.00
Copp Contracting, Inc. 6751 Stanton Ave. Buena Park, CA 90621	\$ 356,650.00

**CITY OF NORCO
SIXTH STREET CAPE SEAL PROJECT
AGREEMENT**

1. Parties and Date.

This Agreement is made and entered into this **17th day of August, 2016** by and between the **City of Norco**, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and **Pavement Coating Co.**, a corporation with its principal place of business at 10240 San Sevaine Way, Mira Loma, CA 91752 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provisions of the Sixth Street Cape Seal Project on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in asphalt improvements for public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Project.

The City desires to engage the Contractor to render such services for the Sixth Street Cape Seal Project ("Project") as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to construct the improvements outlined by the Sixth Street Cape Seal Project. The Project is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Project shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The terms of this Agreement shall begin at the Notice to Proceed and shall extend 21 working days. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Project shall be constructed by Contractor or under its supervision. Contractor will determine the means, methods and details of constructing the Project subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Any additional personnel constructing the Project under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with the construction of the Project under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall construct the Project expeditiously, within the term of this Agreement, and in accordance with the Project timeframe set forth herein. Contractor represents that it has the professional and technical personnel required to construct the Project in conformance with such conditions. In order to facilitate Contractor's conformance with the Project timeframe, City shall respond to Contractor's Requests for Information in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Project timeframe.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Doug Ford – President, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Project under this Agreement.

3.2.6 Coordination of Project. Contractor agrees to work closely with City staff in the construction of the Project and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall construct the Project under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to construct the Project. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to construct the Project. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to construct the Project, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative,

incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to construct the Project in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete the Project under this Agreement within the term set forth in Section 3.1.2 above ("Term"). Contractor shall construct the Project in strict accordance with any completion schedule or Project milestones described in Exhibit A attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Project is not completed within the aforementioned Term and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$500.00 per working day:

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Project. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Project under this Agreement.

3.2.10 Safety.

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In constructing the Project, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Bonds.

3.2.11.1 Performance Bond. Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If

such bond is required, no payment will be made to Contractor until it has been received and approved by City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all construction services rendered under this Agreement at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**Pavement Coatings Co.
10240 San Sevaine Way
Mira Loma, CA 91752
Attention: Doug Ford - President**

City:

**City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the construction of the Project, or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be work days (Monday through Friday, excluding holidays). All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or

employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Contractor:

*By:

Signature

Name and Title

OWNER: CITY OF NORCO, a municipal corporation

*By:

Kevin Bash, Mayor

ATTEST:

Cheryl Link, City Clerk

APPROVED AS TO FORM:

John R. Harper, City Attorney

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Chad Blais, Director of Public Works 

DATE: August 17, 2016

SUBJECT: Award of Contract for Design Services for the Hillside Avenue and Winchester Drive Waterline Improvement Project, Temescal Avenue, Cole Street & Triple Crown Circle Waterline Improvement Project, Valley View Avenue Waterline Improvement Project and Vine Street, Driftwood Place & Half Moon Court Waterline Improvement Project.

RECOMMENDATION: Award a contract to KWC Engineers in the amount of \$280,100 and authorize the City Manager to approve contract change orders up to 10 percent of the total contract amount.

SUMMARY: Proposals for design services for the Hillside Avenue and Winchester Drive Waterline Project, Temescal Avenue, Cole Street & Triple Crown Circle Waterline Improvement Project, Valley View Avenue Waterline Improvement Project and Vine Street, Driftwood Place & Half Moon Court Waterline Improvement Project were received July 7, 2016 with KWC Engineers of Corona, California being the lowest responsible bidder on all four (4) projects. Therefore, it is recommended that a contract be awarded to KWC Engineers in the amount of \$280,100.

BACKGROUND/ANALYSIS: A Request for Proposal (RFP) for design services for the Hillside Avenue and Winchester Drive Waterline Project, Temescal Avenue, Cole Street & Triple Crown Waterline Improvement Project, Valley View Avenue Waterline Improvement Project and Vine Street, Driftwood Place & Half Moon Court Waterline Improvement Project was sent to several engineering firms in June 2016 with proposals being due on July 7, 2016. The design projects entail the following:

Hillside Avenue & Winchester Drive Waterline Improvement Project:

Design of approximately 2,650 linear feet for a new 12" water main on Hillside Avenue (between Fifth Street & Sixth Street) and design of approximately 500 linear feet for a new 8" water main on Winchester Drive. The proposed water mains will replace the existing 6" waterline in both streets.

Temescal Avenue, Cole Street and Triple Crown Circle Water Improvement Project:

Design of approximately 2,500 linear feet for a new 12" water main on Temescal Avenue (between Fourth Street & Fifth Street) and design of approximately 900 linear feet for a new 8"

water main on Cole Street and Triple Crown Circle. The proposed water mains will replace the existing 6" and 10" within Temescal Avenue and replace the existing 6" waterline within Cole Street and Triple Crown Circle.

Valley View Avenue Waterline Improvement Project:

Design of approximately 3,000 linear feet for a new 12" water main on Valley View Avenue between Sixth Street and River Drive. The proposed water main will replace the existing 8" waterline within this reach.

Vine Street, Driftwood Place & Half Moon Court Waterline Improvement Project:

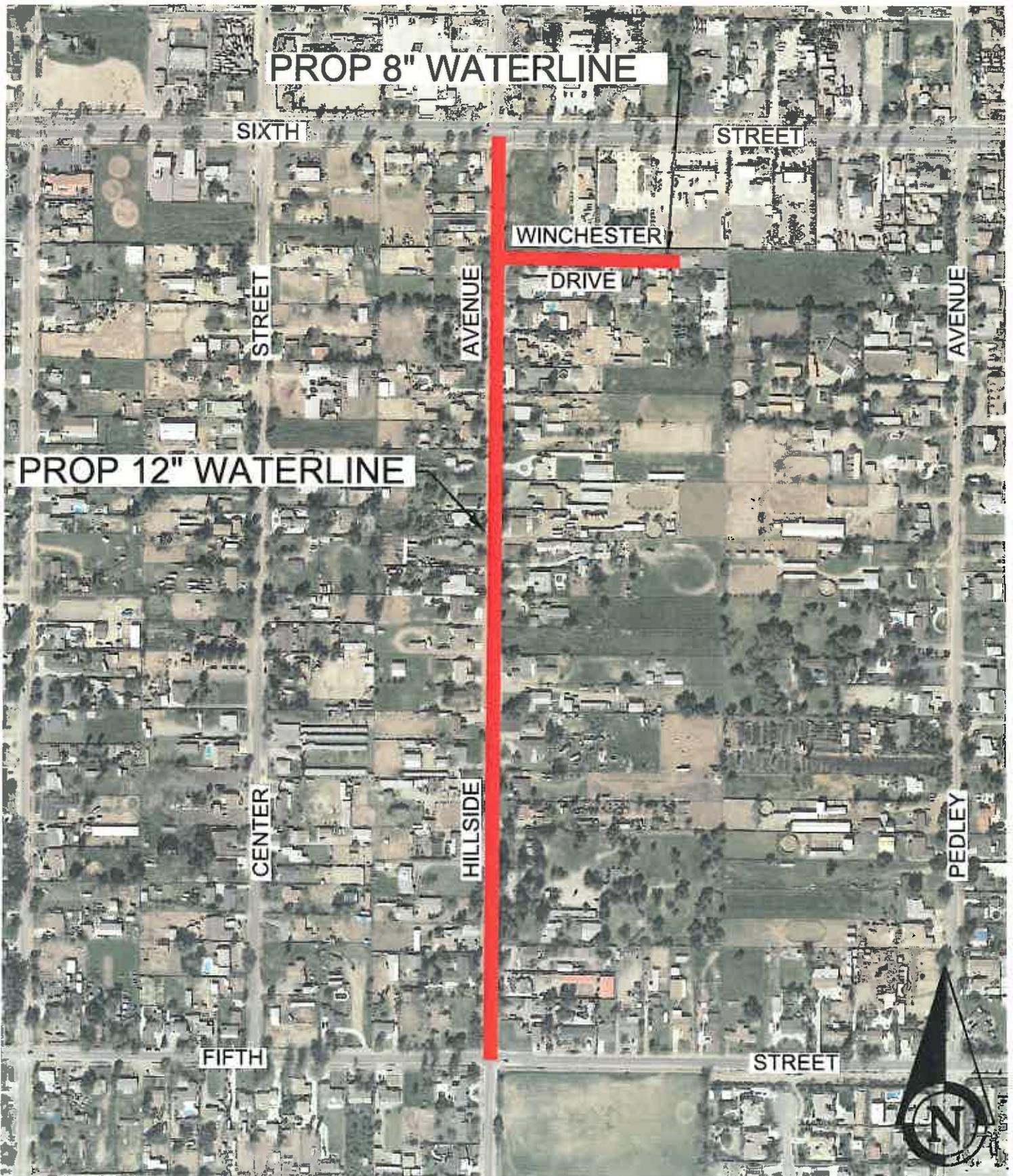
Design of approximately 3,250 linear feet for a new 12" water main in Vine Street (between Bluff Street and Corydon Avenue), design of approximately 850 linear feet for a new 8" water main in Driftwood Place and Half Moon Court. The proposed water mains will replace the existing 6" and 8" waterlines in all three streets.

A total of three (3) bids were received as shown by the attached bid Proposal Summary Sheet.

FINANCIAL IMPACT: Funds for the design of the Hillside Avenue and Winchester Drive Waterline Improvement Project, Temescal Avenue, Cole Street and Triple Crown Circle Waterline Improvement Project, Valley View Avenue Waterline Improvement Project and Vine Street, Driftwood Place & Half Moon Court Waterline Improvement Project have been budgeted in the Water Capital Improvement Fund 144.

Attachments: Project Exhibits
 Proposal Summary
 Contract Agreement

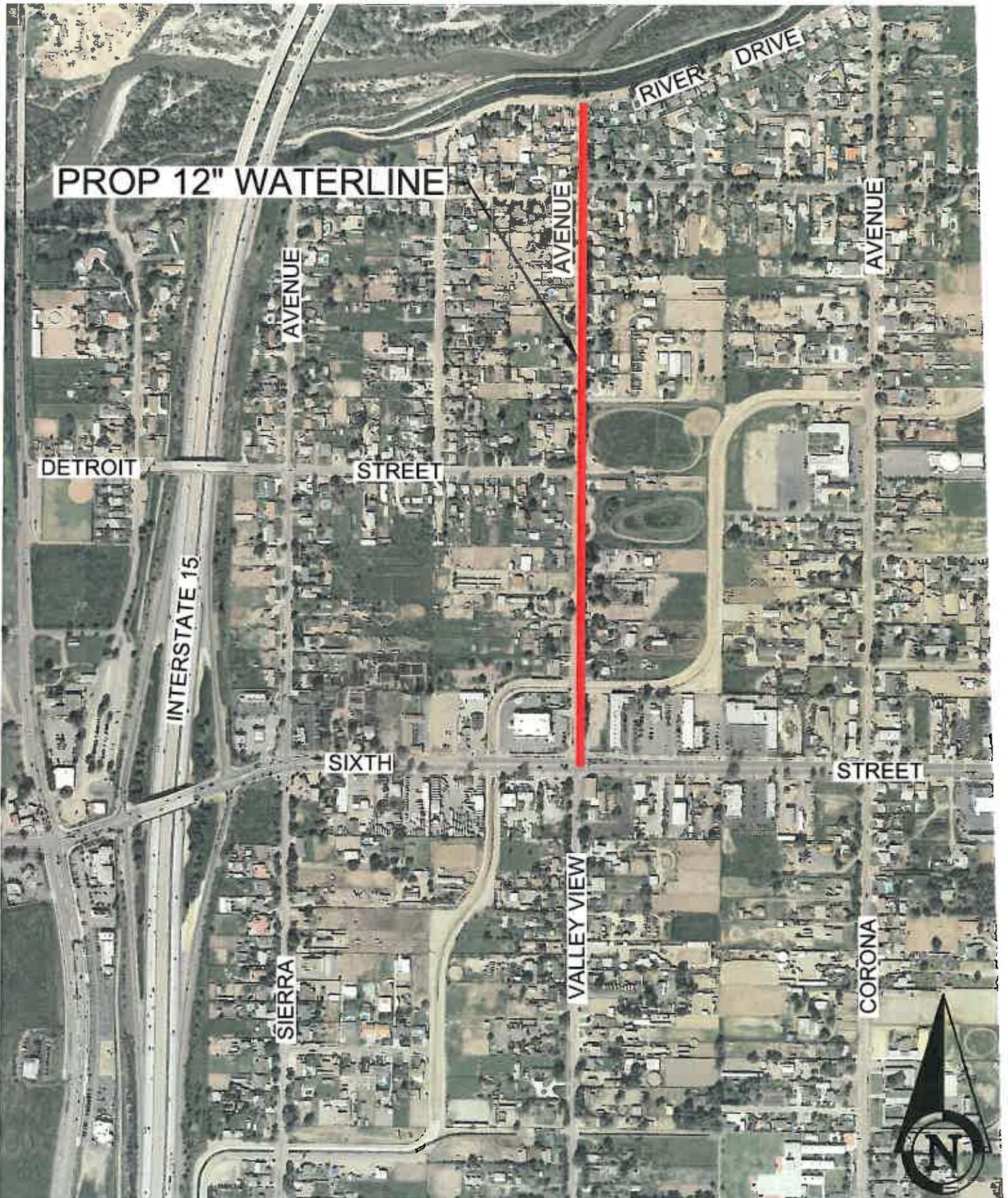
HILLSIDE AVENUE & WINCHESTER DRIVE WATER IMPROVEMENTS EXHIBIT



TEMESCAL AVENUE, COLE STREET & TRIPLE CROWN CIRCLE WATER IMPROVEMENTS EXHIBIT



VALLEY VIEW AVENUE WATER IMPROVEMENTS EXHIBIT



VINE STREET, DRIFTWOOD PLACE & HALF MOON COURT WATER IMPROVEMENTS EXHIBIT



CITY OF NORCO
RFP for Professional Engineering and Design Services
FY 2016/17

Company Name	Hamner Avenue Waterline	Hillside Avenue & Winchester Drive Waterline	Temescal Avenue, Cole Street & Triple Crown Waterline	Valley View Avenue Waterline	Vine Street, Driftwood Place & Half Moon Court Waterline
Armstrong & Brooks Consulting	\$ 87,165.00	\$ 75,720.00	\$ 81,385.00	\$ 76,670.00	\$ 75,895.00
K & A Engineering	\$ 101,895.00	\$ 73,160.00	\$ 78,725.00	\$ 75,010.00	\$ 80,565.00
KWC Engineers	\$ 120,900.00	\$ 69,925.00	\$ 66,700.00	\$ 67,675.00	\$ 75,800.00

Total: \$ 280,100.00

CITY OF NORCO
DESIGN SERVICES CONTRACT
FOR HILLSIDE AVENUE AND WINCHESTER DRIVE WATERLINE IMPROVEMENT
PROJECT, TEMESCAL AVENUE, COLE STREET & TRIPLE CROWN CIRCLE WATERLINE
IMPROVEMENT PROJECT, VALLEY VIEW AVENUE WATERLINE IMPROVEMENT
PROJECT AND VINE STREET, DRIFTWOOD PLACE & HALF MOON COURT WATERLINE
IMPROVEMENT PROJECT.

1. Parties and Date.

This Agreement is made and entered into this **17th day of August, 2016** by and between the **City of Norco**, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and **KWC Engineers**, a corporation with its principal place of business at 1880 Compton Avenue, Suite 100, Corona, CA 92881 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the design services on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing waterline design services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Project.

Contractor desires to engage the City to render such design services "Services" for the Hillside Avenue and Winchester Drive Waterline Improvement Project, Temescal Avenue, Cole Street and Triple Crown Circle Waterline Improvement Project, Valley View Waterline Improvement Project and Vine Street, Driftwood Place and Half Moon Court Waterline Improvement Project ("Project") as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to provide the Services outlined by the Project. The Project is more particularly described in Exhibit A attached hereto and incorporated herein by reference. All design services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Contractor shall not conduct any work unless provided written direction by the City and cannot be exceeded without written approval of the City.

3.1.2 Term. The terms of this Agreement shall begin at the Notice to proceed and shall extend 6 months. Contractor shall complete the Project within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Project Timeframe set forth herein. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's Requests in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Project timeframe.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Victor Elia – Vice President, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete the Project under this Agreement within the term set forth in Section 3.1.2 above ("Term"). Contractor shall design the "Project" in strict accordance with any completion schedule or Project milestones described under Section 3.1.2 ("Term"), or which may be provided separately in writing to the Contractor. Contractor agrees that if the Project is not completed within the aforementioned Term and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$250.00 per working day.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractors scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials,

officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Bonds. (NOT APPLICABLE)

3.2.11.1 Performance Bond. Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses or work completed unless said work was requested and authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of

Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**KWC Engineers
1880 Compton Avenue, Suite 100
Corona, CA 92881
Attention: Victor Elia - Vice President**

City:

**City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Contractor:

*By:

Signature

Name and Title

OWNER: CITY OF NORCO, a municipal corporation

*By:

Kevin Bash, Mayor

ATTEST:

Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

John R. Harper, City Attorney

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Chad Blais, Director of Public Works 

DATE: August 17, 2016

SUBJECT: **Resolution No. 2016-56**, Declaring Level 1 Water Conservation Measures.

RECOMMENDATION: Adopt **Resolution No. 2016-56**, declaring Level 1 water conservation measures.

SUMMARY: State Water Resources Control Board (SWRCB) adopted a self-certification of supply reliability for three additional years of drought that each water supplier must submit to determine the level of mandatory water conservation required. The City prepared and submitted its self-certification of supply reliability to the SWRCB and was subsequently approved for a reduced mandatory conservation level of zero percent. Staff is recommending the City Council implement Level 1 water conservation effort.

BACKGROUND/ANALYSIS: On April 1, 2015, Governor Edmund G. Brown Jr. issued an executive order that directs the State Water Resources Control Board to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 2016. On June 3, 2015 the City Council adopted Resolution 2015-36 which enacted a Level 3 water conservation shortage (alert condition) which would require all water users to reduce their water usage up to 30 percent

On May 9 2016, Governor Brown issued an executive order that directs the SWRCB to adjust and extend the emergency water conservation regulations through the end of January 2017 in recognition of differing water supply conditions for many communities. The SWRCB adopted a self-certification of supply reliability for three additional years of drought that each water supplier must submit to determine the level of mandatory water conservation required. The self-certification is a mathematical calculation which compares available supply with estimated customer demands during drought conditions over the next three years. Any water supplier that elects not to complete a self-certification would be automatically provided a default mandatory water conservation target (Norco's would be 32%).

On June 22, 2016, the City prepared and submitted its self-certification of supply reliability to the SWRCB that identified that Norco has sufficient supplies to meet projected customer demands over the next three years. On July 27, 2016, the SWRCB completed its review of Norco's self-certification and approved for a reduced mandatory conservation level of zero percent.

Although the City's State mandated conservation is now zero percent, the State is still under emergency drought conditions through January 2017. New water-use guidelines and targets are likely to be issued prior to the expiration of the State's Emergency Regulations on January 31, 2017. Therefore, Staff is recommending the City continue to promote water conservation by enacting a Level 1 water conservation shortage (watch condition) which would encourage voluntary water conservation of 10 percent.

FINANCIAL IMPACT: N/A

Attachment: Resolution No. 2016-56

RESOLUTION NO. 2016-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA TO ADOPT WATER CONSERVATION SHORTAGE RESPONSE LEVEL 1 (WATCH CONDITION) PURSUANT TO REDUCED MANTATORY WATER CONSERVATION ESTABLISHED BY THE STATE WATER RESOURCES CONTROL BOARD EMERGENCY WATER CONSERVATION REGULATION

WHEREAS, the City of Norco ("City") owns and operates a public water system, serves more than 3,000 customers, is considered an "urban water supplier" as defined in Water Code section 10617, and is subject to the Urban Water Management Planning Act; and

WHEREAS, On April 1, 2015, Governor Edmund G. Brown Jr. issued an executive order that directs the State Water Resources Control Board to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 2016; and

WHEREAS, On June 3, 2015 the City Council adopted Resolution 2015-36 which enacted a Level 3 water conservation shortage (alert condition) which would require all water users to reduce their water usage up to 30 percent; and

WHEREAS, On May 9 2016, Governor Brown issued an executive order that directs the State Water Resources Control Board to adjust and extend the emergency water conservation regulations through the end of January 2017 in recognition of differing water supply conditions for many communities; and

WHEREAS, the State Water Resources Control Board adopted a self-certification of supply reliability for three additional years of drought that each water supplier must submit to determine the level of mandatory water conservation required; and

WHEREAS, On June 22, 2016, the City prepared and submitted its self-certification of supply reliability to the State Water Resources Control Board, and was subsequently approved for a reduced mandatory conservation level of zero percent; and

WHEREAS, although the City's State mandated conservation is now zero percent, the State is still under emergency drought conditions through January 2017, therefore City has decided to continue to promote water conservation by enacting a Level 1 water conservation shortage (watch condition) which would encourage voluntary water conservation of 10 percent; and

August 17, 2016

WHEREAS, pursuant to Section 14.04.780, water use restrictions will be approved by resolution of the City Council in the event of a critical water availability situation; and

NOW THEREFORE, BE IT RESOLVED the City of Norco City Council adopt a resolution to implement water conservation measures as described in the City of Norco Municipal Code Section 14.04750 for Water Shortage Response Level 1 – Water Shortage Watch Condition, and shall provide notice to water service customers as described in Norco Municipal Code Section 14.04.780.

PASSED AND ADOPTED by the City Council at a regular meeting held on August 17, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

Cheryl L. Link, City Clerk
City of Norco, California

I, Cheryl L. Link, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California at a regular meeting thereof held on August 17, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on August 17, 2016.

Cheryl L. Link, City Clerk
City of Norco, California

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Chad Blais, Director of Public Works 

DATE: August 17, 2016

SUBJECT: Award of Contract for Design Services for the Hamner Avenue Waterline Improvement Project

RECOMMENDATION: Award a contract to Armstrong & Brooks Consulting Engineers in the amount of \$87,165 and authorize the City Manager to approve contract change orders up to 10 percent of the total contract amount.

SUMMARY: Proposals for design services for the Hamner Avenue Waterline Project (between Third Street and Fourth Street) were received July 7, 2016 with Armstrong & Brooks Consulting Engineers of Corona, California being the lowest responsible bidder. Therefore, it is recommended that a contract be awarded to Armstrong & Brooks Consulting Engineers in the amount of \$87,165.

BACKGROUND/ANALYSIS: A Request for Proposal (RFP) for design services for the Hamner Avenue Waterline Project was sent to several engineering firms in June 2016 with proposals being due on July 7, 2016. The project entails the installation of approximately 2,800 linear feet of a new 16" water main on Hamner Avenue between Third Street and Fourth Street. The proposed water main will replace the existing 6" and 10" waterlines within this reach. A total of three (3) bids were received with proposals ranging in value from \$87,165 to \$120,900. The proposal summary sheet has been attached for Council's review.

FINANCIAL IMPACT: Funds for the design of the Hamner Avenue Waterline Project have been budgeted in the Water Capital Improvement Fund 144.

Attachments: Project Exhibit
Proposal Summary
Contract Agreement

HAMNER AVENUE WATER IMPROVEMENTS EXHIBIT



CITY OF NORCO
RFP for Professional Engineering and Design Services
FY 2016/17

Company Name	Hamner Avenue Waterline	Hillside Avenue & Winchester Drive Waterline	Temescal Avenue, Cole Street & Triple Crown Waterline	Valley View Avenue Waterline	Vine Street, Driftwood Place & Half Moon Court Waterline
Armstrong & Brooks Consulting	\$ 87,165.00	\$ 75,720.00	\$ 81,385.00	\$ 76,670.00	\$ 75,895.00
K & A Engineering	\$ 101,895.00	\$ 73,160.00	\$ 78,725.00	\$ 75,010.00	\$ 80,565.00
KWC Engineers	\$ 120,900.00	\$ 69,925.00	\$ 66,700.00	\$ 67,675.00	\$ 75,800.00

CITY OF NORCO
DESIGN SERVICES CONTRACT
FOR HAMNER AVENUE WATERLINE IMPROVEMENT PROJECT

1. Parties and Date.

This Agreement is made and entered into this **17th day of August, 2016** by and between the **City of Norco**, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and **Armstrong & Brooks Consulting Engineers.**, a corporation with its principal place of business at 1350 E. Chase Drive, Corona, CA 92877 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the design services on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing waterline design services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Project.

Contractor desires to engage the City to render such design services "Services" for the Hamner Avenue Waterline Improvement Project ("Project") as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to provide the Services outlined by the Hamner Avenue Waterline Improvement Project. The Project is more particularly described in Exhibit A attached hereto and incorporated herein by reference. All design services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Contractor shall not conduct any work unless provided written direction by the City and cannot be exceeded without written approval of the City.

3.1.2 Term. The terms of this Agreement shall begin at the Notice to proceed and shall extend 6 months. Contractor shall complete the Project within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Project Timeframe set forth herein. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's Requests in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Project timeframe.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Dennis Armstrong – Principal, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete the Project under this Agreement within the term set forth in Section 3.1.2 above ("Term"). Contractor shall design the "Project" in strict accordance with any completion schedule or Project milestones described in Exhibit A attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Project is not completed within the aforementioned Term and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$250.00 per working day.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractors scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return

receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Bonds. (NOT APPLICABLE)

3.2.11.1 Performance Bond. Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses or work completed unless said work was requested and authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of

Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**Armstrong & Brooks Consulting Engineers
1350 E. Chase Drive
Corona, CA 92877
Attention: Dennis Armstrong - Principal**

City:

**City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection

therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Contractor:

***By:**

Signature

Name and Title

OWNER: CITY OF NORCO, a municipal corporation

***By:**

Kevin Bash, Mayor

ATTEST:

Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

John R. Harper, City Attorney

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Cheryl L. Link, City Clerk 

DATE: August 17, 2016

SUBJECT: **Ordinance No. 1006, Second Reading.**

RECOMMENDATION: Adopt **Ordinance No. 1006** for second reading.

SUMMARY: The first reading of Ordinance No. 1006 held on August 3, 2016 and adopted by the City Council with a 4-0-1 vote (Council Member Hanna absent). Ordinance No. 1006 approves Zone Code Amendment 2016-02, which amends the text of Chapter 18.37 of the Norco Municipal Code entitled "Signs" to revise the allowances and approval procedures for temporary advertising signs.

Attachment: Ordinance No. 1006

ORDINANCE NO. 1006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING ZONE CODE AMENDMENT 2016-02 AMENDING SECTION 18.37.10 OF THE NORCO MUNICIPAL CODE (SIGN REGULATIONS FOR TEMPORARY SIGNS) TO AMEND THE REGULATIONS AND PROCESSING OF TEMPORARY SIGN APPLICATIONS. ZONE CODE AMENDMENT 2016-02

WHEREAS, THE CITY OF NORCO initiated Zone Code Amendment 2016-02, a proposed amendment to Chapter 18.37 (Signs), to amend Section 18.37 "Sign Regulations for Temporary Signs" to amend the regulations and processing of temporary sign applications; and

WHEREAS, the Zone Code Amendment has been duly submitted to said City's Planning Commission for decision at a public hearing for which proper notice was given; and

WHEREAS, the Zone Code Amendment was scheduled for public hearing on June 8, 2016 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the Planning Commission held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, the Planning Commission adopted Resolution 2016-30 recommending approval to the City Council; and

WHEREAS, the Zone Code Amendment has been duly submitted to said City's City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, the Zone Code Amendment was scheduled for public hearing on August 3, 2016 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the City Council held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, the City of Norco, acting as the Lead Agency has determined that the Zone Code Amendment is exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines per Class 5.

NOW, THEREFORE, the City Council of the City of Norco does hereby find as follows:

- A. The proposed Zone Code Amendment to amend the regulations for temporary signs is not inconsistent with the Norco General Plan and the intent of the Norco Municipal Code.
- B. The proposed Zone Code Amendment does not hinder the General Plan goals and policies of preserving the City's small plot agricultural/animal-keeping/equestrian lifestyle.
- C. The proposed Zone Code Amendment is categorically exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Class 5 (Minor Land Use Limitations).

NOW, THEREFORE, the City Council of the City of Norco does hereby approve as follows:

SECTION 1:

18.37.10 Sign Regulations for Temporary Signs.

Special event sign permit and auxiliary sign permit applications and other applicable permits are required for signs included under this section, provided the signs are in compliance with all other applicable laws and ordinances.

A. **Special Event Signs.** Special event signs may be approved for a limited period of time as a means of drawing attention to special events (i.e., grand openings, carnivals, charitable events, seasonal sales, special promotions, etc.). To apply for approval, a special event sign permit application and fee shall be submitted to the Planning Division. However, special event signs associated with national holidays or recognized City events are exempt from City review.

1. Special event signs shall include banners, flags, pennants, blade signs, balloons (except metallic balloons), inflatable devices or signs, and other tethered objects. Special event signs which flap are not allowed within 20 feet of a designated horse trail. Special event signs shall be limited to no more than four 15-day periods per year. Said periods may run consecutively; however, unused days from one period shall not be added to another period. The display of inflatable devices or signs and other tethered objects shall be permitted only within commercial zones along streets that do not have horse trails.

2. Temporary special event signs in the public right-of-way, except as authorized by a recognized government agency in accordance to Section 12.08.100, shall be permitted with the approval of a special event sign permit from the Planning Division. ~~and~~ The approval of a Special Event Sign Permit includes, by default, the approval of an Encroachment Permit from the Engineering Division as applicable for said signs and subject to the following regulation:

- a. Location. Signs may be located within a landscaped parkway portion of the public right-of-way, but not within the median of any street or highway, shall not overhang any street, curb, sidewalk, trail or driveway, and shall not be affixed to any traffic control devices, government signs, light standards, utility poles, horse trail fence, bus shelters or other structures, posts, fences, shrubs or trees but shall be freestanding, and shall not be located in any area that the Planning and Engineering Divisions determine would constitute a pedestrian or vehicular traffic safety hazard.
- b. Size and Height. Signs shall not exceed six square feet in area, and shall not exceed three feet in height (as measured from grade).
- c. Identification. Unless otherwise clearly discernible on the sign itself, the owner of the sign shall affix his/her/its name, address and telephone number to the sign prior to installation of the sign.
- d. Installation. The installation of any temporary sign shall not cause damage to the public right-of-way, including damage to landscaping and/or associated irrigation systems. The owner of a sign placed within the public right-of-way expressly understands that, by placing a sign within the public right-of-way, the owner agrees to defend, indemnify and hold harmless from any and all claims, demands, cause of action, costs, expenses, liability, loss, damage or injury in any manner arising out of or incident to the placement of the sign in the public right-of-way. Underground Service Alert (USA) shall be notified for any excavations required to place sign.

- e. **Time Period Approved.** Temporary signs may be permitted in the public right-of-way from 7:00 a.m. Saturday to 7:00 p.m. Sunday.
- f. **Removal Procedures.** The applicant/installer of these temporary signs is responsible for removal of signs by the expiration date of the special event sign permit. Should these signs be left in the right-of-way after the expiration of the permit, removal shall occur in accordance to Section 18.37.16(A), and the applicant/installer of these temporary signs shall be responsible for all City costs associated with removal of the signs. The City is not responsible for any damage to the signs.
- g. **Hazardous Signs.** If the Public Works/Engineering Director determines that a sign posted within the public right-of-way would constitute a pedestrian, equestrian or vehicular traffic safety hazard due to its location, construction or other circumstances, the City shall immediately, and without notice to the owner, remove the sign. If the owner of the sign can be identified, the City shall provide notice to the owner by telephone or mail that the sign has been removed and the reasons thereto. The City shall store the sign for no less than 72 hours after removal and, if the owner of the sign has not retrieved the sign within said time period, the City may dispose of the sign. The City is not responsible for any damage to the signs.
- h. **Special Event signs** are not allowed in the horse trail or affixed to trail fencing.
- i. **Individuals Holding Signs.** For commercial businesses/centers abutting Hamner Avenue, individuals holding signs (i.e., sign twirlers) may be allowed to stand in the sidewalk (public right-of-way) in front of that business/center, for the duration of the time frame specified and approved under a special event or special event sign permit. (Ord. 953 Sec. 1, 2012)

- j. Mannequins and other forms representing human or animal figures are not allowed as special event or temporary advertising, whether with or without, signage attached thereto.

B. **Auxiliary Signs.** Auxiliary signs may be approved for an extended limited period of time as a means of drawing attention to businesses and to services and merchandise offered by the business. To apply for approval, an auxiliary sign permit application and fee shall be submitted to the Planning Division.

1. Auxiliary signs include banners, flags, and pennants, affixed to the front, sides or rear faces of buildings that face toward a public street. Said signs shall be limited to businesses within the building upon which faces the signs are affixed and said signs shall be affixed to the wall so that no portion of the sign flaps in the wind. Said auxiliary signs, combined with permanent signage, shall not exceed the allowed maximum square-footage allowed per business for the front face (entry) of the business. The maximum allowed square-footage of auxiliary signs on side or rear faces of buildings shall not exceed 20% of the total wall area of said building.

Auxiliary signs include non-permanent blade signs that are placed in permanent in-ground receptacles, designed specifically for the subject signs and are not located closer than 20 feet to another such sign. Blade signs are not allowed within 20 feet of a designated horse trail. The maximum allowed height for blade signs is 10 feet from ground level.

2. Auxiliary signs are not allowed in the public right-of-way.
3. Upon approval Auxiliary signs are permitted for six months provided that signs are maintained in an aesthetically pleasing manner. Said approvals can be extended for one six month period without new applications or fees provided the owner of said sign(s) has filed with the Planning Division a written request for the extension, and provided that the sign still has a maintained and pleasing appearance.

SECTION 2: EFFECTIVE DATE: This Ordinance shall become effective 30 days after final passage thereof.

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase, hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

SECTION 4: POSTING: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall cause the same within 15 days of its passage to be posted at no less than five public places within the City of Norco.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held August 17, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

Cheryl Link, City Clerk
City of Norco, California

I, CHERYL LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on August 3, 2016 and thereafter at a regular meeting of said City Council duly held on August 17, 2016, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Cheryl Link, City Clerk
City of Norco, California

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

DATE: August 17, 2016

SUBJECT: City of Norco 2016 Strategic Plan

RECOMMENDATION: Approve the 2016 Strategic Plan for Implementation

SUMMARY: In March of this year, the City Manager initiated a process to update the City's Strategic Plan in order to set clear priorities that are essential to achieving the mission and vision of the City over the next three (3) years. On May 21, 2016, a facilitated workshop that included staff, Council Members, Commission Members, Economic Development Advisory Council (EDAC) Members and residents was held and participants agreed on revised Mission and Vision Statements for the City along with five (5) broad strategic priorities for the City. Staff was charged to develop "Action Plans" that are necessary to achieve the strategic priorities that were established during the workshop. Staff completed the development of the Action Plans and has presented the Draft Strategic Plan to all City Commissions and EDAC. All Commissions and EDAC have unanimously recommended that the City Council approve the Strategic Plan for implementation.

BACKGROUND: In March of this year, the City Manager initiated a process to update the City's Strategic Plan in order to set clear priorities that are essential to achieving the mission and vision of the City over the next three (3) years. The City's Strategic Plan includes a mission statement, vision statement, strategic priorities and action plans that establish tasks to be performed, responsibilities and timelines.

The Strategic Plan development process has consisted of the following tasks:

1. Consultant's initial meeting with City Manager to identify relevant strategic planning steps.
2. One-on-one interviews with staff and Council Members.
3. Electronic survey of City staff, Council Members, and advisory boards (Commission and EDAC Members).
4. Facilitated strategic planning workshop with Council Members, City staff, advisory boards and residents. During the workshop, mission and vision statements were revised and strategic priorities were established. Mission and vision statements articulate the core purpose and values of the City.

5. Development of strategic direction Action Plans by staff with consultants' assistance.
6. Presentation of Draft Strategic Plan to Commissions and EDAC.

The next step in the development of the Strategic Plan is the review of the action plans and approval of the Strategic plan by the City Council. Staff is recommending that the City Council review the action plans necessary to achieve the strategic priorities established during the May 21, 2016 workshop; provide additional input as necessary; and approve the 2016 Strategic Plan for implementation.

FISCAL IMPACT: Implementation of the Strategic Plan action items may require expenditure of funds which will be brought to the City Council for approval when necessary.