



# AGENDA

REGULAR MEETINGS  
OF THE  
SANTA FE SPRINGS  
PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY  
HOUSING SUCCESSOR  
SUCCESSOR AGENCY  
AND CITY COUNCIL

**MARCH 26, 2015**  
**6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Laurie M. Rios, Mayor  
Richard J. Moore, Mayor Pro Tem  
William K. Rounds, Councilmember  
Jay Sarno, Councilmember  
Juanita A. Trujillo, Councilmember

**Public Comment:** *The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.*

*Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.*

**Americans with Disabilities Act:** *In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

**Please Note:** *Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday and every other Friday. Telephone (562) 868-0511.*

1. **CALL TO ORDER**

2. **ROLL CALL**

William K. Rounds, Councilmember  
Jay Sarno, Councilmember  
Juanita A. Trujillo, Councilmember  
Richard J. Moore, Mayor Pro Tem  
Laurie M. Rios, Mayor

**PUBLIC FINANCING AUTHORITY**

3. **CONSENT AGENDA**

*Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.*

**Approval of Minutes**

- A. Minutes of the February 26, 2015 Public Financing Authority Meeting

**Recommendation:** That the Public Financing Authority approve the minutes as submitted.

**Monthly Report**

- B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

**Recommendation:** That the Public Financing Authority receive and file the report.

**WATER UTILITY AUTHORITY**

4. **CONSENT AGENDA**

*Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.*

**Approval of Minutes**

- A. Minutes of the February 26, 2015 Water Utility Authority Meeting

**Recommendation:** That the Water Utility Authority approve the minutes as submitted.

**Monthly Reports**

- B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

**Recommendation:** That the Water Utility Authority receive and file the report.

C. Status Update of Water-Related Capital Improvement Projects

**Recommendation:** That the Water Utility Authority receive and file the report.

**HOUSING SUCCESSOR**

*There are no items on the Housing Successor agenda for this meeting.*

**SUCCESSOR AGENCY**

5. **CONSENT AGENDA**

*Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.*

**Approval Minutes**

A. Minutes of the February 26, 2015 Successor Agency Meeting

**Recommendation:** That the Successor Agency approve the minutes as submitted.

**CITY COUNCIL**

6. **CITY MANAGER REPORT**

7. **CONSENT AGENDA**

*Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.*

**Approval Minutes**

A. Minutes of the February 26, 2015 City Council Meeting

**Recommendation:** That the City Council approve the minutes as submitted.

**PUBLIC HEARING**

8. State of California Citizens' Option for Public Safety (COPS) Grant Program

**Recommendation:** That the City Council: 1). Open the Public Hearing for those wishing to speak on this matter; and 2). Approve the expenditure of the State of COPS funds as outlined in the plan contained herein.

**PUBLIC HEARING/ORDINANCE FOR INTRODUCTION**

9. **ZONING TEXT AMENDMENT – Parking for Industrial Zoned Properties**

Ordinance No. 1063, an ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.480 (restrict tandem parking), 155.481 (revise parking ratio), 155.487 (require truck parking), 155.491 (establish maneuvering space) and 155.497 (establish truck door dimension) of Title 15, Chapter 155 of the City Code regarding parking within industrial zoned properties.

**Recommendation:** That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Parking for Industrial Zoned Properties (Ordinance No. 1063), and thereafter close the Public Hearing; 2). Find that the proposed amendments to the text of the City’s Zoning Regulations are consistent with the City’s General Plan; and, 3). Introduce for first reading the proposed amendments to the City Zoning Ordinance regarding amending the parking for industrial zoned properties.

**ORDINANCE FOR PASSAGE**

10. Ordinance No. 1064 – Ordinance for Granting a Franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets

**Recommendation:** That the City Council waive further reading and adopt Ordinance No. 1064 which would grant a franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets.

**UNFINISHED BUSINESS**

11. Traffic Engineering Services – Contract Extension

**Recommendation:** That the City Council: 1). Renew the contract with Coory Engineering to provide traffic engineering services for a two-year term; and 2). Authorize the Director of Public Works to execute the Agreement.

**NEW BUSINESS**

12. Purchase of Five (5) X Series Manual Monitor/Defibrillators and Related Support Equipment

**Recommendation:** That the City Council approve the purchase of five (5) Zoll X Series Manual Monitors/Defibrillators and related support equipment from Zoll Medical Corporation in the amount of \$182,698.61.

13. Request for Out-of-State Travel for Fire Captain Jay Joiner to Attend the Technical Emergency Response Training for Chemical, Biological, Radiological, Nuclear, or Explosive (CBRNE) Incidents

**Recommendation:** That the City Council approve out-of-state travel for Fire Captain Jay Joiner to attend the Technical Emergency Response Training for CBRNE Incidents in Anniston, Alabama, from April 7-10, 2015.

14. Lease Agreement Between the City of Santa Fe Springs and The Whole Child (TWC) for Use of Modular Building Located at the Gus Velasco Neighborhood Center

**Recommendation:** That the City Council: 1). Approve a three (3) year lease agreement between the City of Santa Fe Springs and The Whole Child for use of modular building located at the Gus Velasco Neighborhood Center; and 2). In lieu of rent payment, The Whole Child will provide services to the Santa Fe Springs community, in the form of case management for family housing and mental health services.

15. Engineering Services for Sidewalk Evaluation and Analysis - Authorization to Advertise (Request for Proposals)

**Recommendation:** That the City Council authorize the City Engineer to advertise for the Request for Proposals for the Sidewalk Evaluation and Analysis Project.

16. Engineering Services for Pavement Evaluation and Analysis - Authorization to Advertise (Request for Proposals)

**Recommendation:** That the City Council authorize the City Engineer to advertise for the Request for Proposals for the Pavement Evaluation and Analysis Project.

17. Fire Station No. 4 Roof Improvements (11736 Telegraph Road) – Final Payment

**Recommendation:** That the City Council approve the Final Payment (less 5% Retention) to Rey-Crest Roofing & Waterproofing Co. of Los Angeles, California in the amount of \$57,413.04 for the subject project.

18. Authorize the Purchase of Three Trucks from Downtown Ford Sales and Authorize the Disposal of Surplus Vehicles by Way of Public Auction

**Recommendation:** That the City Council: 1). Authorize the Director of Purchasing Services to purchase two (2) 2015 Ford F150 trucks and one (1) 2015 Ford F250 truck from Downtown Ford Sales utilizing the State of California Contract (No. 1-14-23-20A) and authorize a purchase order to be issued in the amount of \$99,259.85 for this transaction; and 2). Declare City Vehicle Units 467, 625, and 655 surplus property and authorize their disposal by way of public auction.

*Items 19 – 30 will occur in the 7:00 p.m. hour.*

19. **INVOCATION**

20. **PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

21. Representatives from the Chamber of Commerce

22. Representatives from the Youth Leadership Committee

23. **ANNOUNCEMENTS**

**PRESENTATIONS**

- 24. Proclaiming the Week of April 6 through April 10, 2015 as "Week of the Young Child" in Santa Fe Springs
- 25. Presentation to Johnny Hernandez upon his Retirement
- 26. Recognition of Andrew Sepulveda

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- 27. Committee Appointments

**ORAL COMMUNICATIONS**

*This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.*

**EXECUTIVE TEAM REPORTS**

**ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.*

Anita Jimenez, CMC

City Clerk

March 20, 2015

Date

**MINUTES OF THE REGULAR MEETINGS OF THE  
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY, HOUSING SUCCESSOR  
SUCCESSOR AGENCY AND CITY COUNCIL**

**FEBRUARY 26, 2015**

**1. CALL TO ORDER**

Mayor Rios called the meetings to order at 6:01 p.m.

**2. ROLL CALL**

Present: Councilmembers/Directors Rounds, Sarno, Trujillo, Mayor Pro Tem/ Vice Chair Moore, Mayor/Chair Rios

The City Clerk announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Director of Finance/Asst City Manager; Mike Crook, Fire Chief; Anita Jimenez, City Clerk

**PUBLIC FINANCING AUTHORITY**

**3. CONSENT AGENDA**

**Approval of Minutes**

- A. Minutes of the January 22, 2015 Public Financing Authority Meeting

**Recommendation:** That the Public Financing Authority approve the minutes as submitted.

**Monthly Report**

- B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

**Recommendation:** That the Public Financing Authority receive and file the report.

Director Trujillo moved the approval of Items 3A & B; Director Rounds seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

**WATER UTILITY AUTHORITY**

**4. CONSENT AGENDA**

**Approval of Minutes**

- A. Minutes of the January 22, 2015 Water Utility Authority Meeting

**Recommendation:** That the Water Utility Authority approve the minutes as submitted.

Vice Chair Moore moved the approval of Items 4A, B & C; Director Trujillo seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

### HOUSING SUCCESSOR

*There were no items on the Housing Successor agenda for this meeting.*

### SUCCESSOR AGENCY

#### 5. CONSENT AGENDA

##### **Approval Minutes**

##### A. Minutes of the January 22, 2015 Successor Agency Meeting

**Recommendation:** That the Successor Agency approve the minutes as submitted.

Councilmember Rounds moved the approval of Item 5A; Councilmember Sarno seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

### CITY COUNCIL

#### 6. CITY MANAGER REPORT

The City Manager reported on the passing of Alicia Mora. Services are pending. The City received notice that the Von's distribution facility will be closing within next 18 months. This is a large property and may provide an opportunity for a major development. The City Manager would like the Council to consider revising the zoning in this area.

#### 7. CONSENT AGENDA

##### **Approval Minutes**

##### A. Minutes of the January 22, 2015 City Council Meeting

**Recommendation:** That the City Council approve the minutes as submitted.

Councilmember Trujillo moved the approval of Item 7A; Mayor Pro Tem Moore seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

#### **PUBLIC HEARING**

#### 8. Weed Abatement

**Recommendations:** That the City Council: 1). Conduct a Public Hearing on Weed Abatement; and 2). Direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish, and refuse removed.

Mayor Rios opened the Public Hearing at 6:05 p.m. There being no one wishing to speak, the Public Hearing was closed.

Councilmember Sarno moved the approval of Item 8; Councilmember Rounds seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

### **NEW BUSINESS**

**9. Abandonment of the Carmenita Underpass Underground Storage Tank – Final Payment**

**Recommendations:** That the City Council: 1). Appropriate an additional \$6,200.00 for the cost of removing the Norwalk underground storage tanks; and 2). Approve the Final Payment (less 5% Retention) to Petro Builders, Inc. of Santa Fe Springs, California in the amount of \$33,430.54 for the subject project.

Councilmember Trujillo moved the approval of Item 9; Mayor Pro Tem Moore seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

Mayor Pro Tem Moore requested that anytime there is a request to change a contract, all previous reports be included. Mayor Pro Tem Moore asked for clarification between the work already completed and paid for and the current request for payment.

**10. Valley View Ave Grade Separation Project - Resident Engineer Services Amendment No. 2**

**Recommendations:** That the City Council: 1). Approve contract Amendment No. 2 in the amount of \$56,389.88 to PreScience Corporation to provide Resident Engineer Services (Project and Construction Management) for the Valley View Avenue Grade Separation Project; and 2). Authorize the Director of Public Works to execute contract Amendment No. 2 with PreScience Corporation.

Mayor Pro Tem Moore moved the approval of Item 10; Councilmember Rounds seconded the motion. Mayor Pro Tem Moore asked for clarification of the terms of Mr. Ho's previous contract. After discussion, Mayor Pro Tem Moore made a substitute motion to continue this item until the details could be clarified; Councilmember Rounds seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

**11. Valley View Avenue Grade Separation Project – Project and Construction Management Services Contract Amendment No. 2 with AECOM**

**Recommendation:** That the City Council authorize the Director of Public Works to execute Contract Amendment No. 2 with AECOM to extend the contract term for the Valley View Avenue Grade Separation Project to provide Project and Construction Management Services.

Mayor Pro Tem Moore moved the approval of Item 11; Councilmember Sarno seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

Mayor Pro Tem Moore pointed out the date of completion and acceptance by Council should be reflected as Feb 12, 2015.

**12. Traffic Engineering Services – Contract Extension**

**Recommendations:** That the City Council: 1). Renew the contract with Coory Engineering to provide traffic engineering services for a two-year term; and 2). Authorize the Director of Public Works to execute the Agreement.

Mayor Pro Tem Moore moved the approval of Item 12; Councilmember Rounds seconded the motion.

Mayor Pro Tem Moore asked what the savings would be if the City contracted directly with Tom Lopez. The City Attorney stated that there could be a conflict with PERS. The City Manager stated that the item could be brought back to Council after researching the details. Mayor Pro Tem Moore withdrew his motion. The item was tabled.

**13. Request for Out-of-State Travel for the Director of Planning to Attend the 2015 American Planning Association (APA) Annual Conference**

**Recommendation:** That the City Council approve out-of-state travel for the Director of Planning to attend the 2015 APA Annual Conference in Seattle, Washington.

Councilmember Sarno moved the approval of Item 13; Councilmember Rounds seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

**14. FY 2014-15 Midyear Budget Review and Modifications**

**Recommendation:** That the City Council approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

Jose Gomez gave a presentation on this item. Mayor Pro Tem Moore commended the Department Heads for reducing spending and staying on top of the budget.

Councilmember Sarno moved the approval of Item 14; Councilmember Trujillo seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

**PRESENTATIONS**

**15. Proposed Changes to California Sales and Use Tax**

Jose Gomez gave a presentation on this item.

**16. Update by Goodman Birtcher Representatives Regarding the Site Development at the Former Ridgeline/Lakeland Property Located at 12345 Lakeland Road**

Chief Crook introduced the representatives from Goodman Birtcher, Lang Cotrell and Ryan Jones. They stated that they are committed to the development of this project and gave an overview of their company.

Councilmember Rounds thanked the representatives for the work that has been completed and their future plans. Councilmember Sarno asked when the development was expected to be completed. Mr. Cotrell stated that they are prepared to go to the Planning Commission in April and that remediation was already happening. It is possible that the first building could be constructed by this summer. All current structures should be gone by the end of the year.

Mayor Rios recessed the meetings at 7:00 p.m.

Mayor Rios reconvened the meetings at 7:14 p.m.

**17. INVOCATION**

Councilmember Trujillo gave the Invocation.

**18. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Youth Leadership Committee.

**INTRODUCTIONS**

**19. Representatives from the Chamber of Commerce**

Lisa Boyajian of Ansa Insurance Services

**20. Representatives from the Youth Leadership Committee**

Members introduced themselves.

**21. ANNOUNCEMENTS**

The Youth Leadership Committee made the Community Announcements. Community Services Supervisor Michelle Smith recapped the President's Day Carnival.

**PRESENTATIONS**

**22. Presentation to Milestone Event Celebrants**

Public Relations Specialist Julie Herrera introduced the recipient, Esther Valenzuela, who celebrated her 90<sup>th</sup> birthday.

**23. Youth Leadership Committee Report on Retreat to Green Valley, California, January 16 - 28, 2015, and Recognition of Retreat Sponsor**

Community Services Supervisor Ed Ramirez introduced the members who recapped the retreat and highlighted some of the learning experiences. They presented gifts to the sponsor, John Prohoroff of Serv-Wel Disposal, and Mayor Rios.

24. Introduction and Presentation of Certificates to Firefighters from the City of Navojoa and the State of Sinaloa

Chief Crook introduced 17 firefighters from Sinaloa, Mexico and our Sister City of Navojoa who participated in fire training at the SFS Fire Headquarters. All participants received a certificate of completion.

25. 2014 Holiday Home Decorating Contest Winners  
Community Services Program Coordinator Jean Madrid introduced the winners.

**COUNCIL REORGANIZATION**

26. Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations

**Recommendation:** That the City Council select Council Liaisons to the various City Committees and Council Delegates/Representatives for selected governmental organizations for 2015.

Mayor Rios accepted the positions of representative to the Sanitation District and the City Selection Committee. All other representatives were reappointed.

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

27. Committee Appointments

Councilmember Rounds appointed Robert Wolfe to the Sister City Committee.  
Councilmember Sarno appointed Raymond Reyes to the Sister City Committee.  
Councilmember Trujillo appointed Lydia Gonzales to the Community Program Committee.  
Mayor Pro Tem Moore appointed William Logan to the Parks & Recreation Committee.

28. **ORAL COMMUNICATIONS**

Oral Communications were opened at 8:09 p.m. There being no one wishing to speak, Oral Communications were closed.

29. **EXECUTIVE TEAM REPORTS**

Wayne Morrell reported that the Jack-in-the-Box was closed only due to repairs to the sewer pipe. He gave an update on the residential property development at the Villages. Councilmember Rounds asked about the status of the development on Jersey and Telegraph. Mr. Morrell stated that there was no further action to report.  
Noe Negrete gave an update on the Clarke Estate reception area project. Mayor Pro Tem Moore asked what the status was on the wall that came down in the courtyard. Mr. Negrete stated that he was working with the insurance company on reconstruction options. The target date for completion is May 1. Mr. Negrete also reported that I-5 construction has been frustrating because the schedule is not being followed by Caltrans. Our residents are frustrated by the unannounced changes. Questions should be directed to Public Works.  
Dino Torres stated that the Traffic Officer has been monitoring the traffic flow due to the I-5 construction to provide input for future construction. Mr. Torres also reported on a vehicle chase in which the suspect rammed a PSC vehicle twice; the driver is recovering and handled the situation very well.

Mike Crook reported that the SFS Firefighters raised the 12<sup>th</sup> largest amount in the State, \$33,000. The Firefighters also participated in Read Across America at Jersey School. Chief Crook reminded everyone to check their smoke detectors when Daylight Savings time begins on March 8. The Fire Department responded to a pulseless non-breather who had received CPR from a bystander until paramedics arrived. Firefighters praised the bystanders for his lifesaving efforts.

Jose Gomez reported that Finance staff will also participate in Read Across America at Lakeview next week.

Maricela Balderas reported that 100 2<sup>nd</sup> graders went to the City's Farmers Market and learned about healthy food choices. Approximately 30 people attended an informational meeting on Special Olympics. The TEENS program held a Securing Your Safety workshop. The City Manager reported that there would be a soft opening of the batting cages this Saturday.

Councilmember Trujillo reported that the Silver Shields event recognized many SFS Officers. She also participated in Read Across America.

Councilmember Rounds read to 4<sup>th</sup> graders at Jersey School. He thanked the Sister City Committee for their assistance with the visiting firefighters.

Councilmember Sarno thanked the Whittier Police Department for a great event. He commended Mayor Rios for her great leadership during last two meetings.

Mayor Pro Tem Moore thanked the Whittier Police Department for their handling of recent situations on north side of town.

Mayor Rios thanked Chief Crook for the great training that was given to the firefighters.

**30. ADJOURNMENT**

At 8:33 p.m., the meetings were adjourned in memory of former resident Raul Rodriguez and beloved community member Alicia Mora.

\_\_\_\_\_  
Laurie Rios, Mayor

ATTEST:

\_\_\_\_\_  
Anita Jimenez, CMC  
City Clerk

\_\_\_\_\_  
Date



**NEW BUSINESS**

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

**RECOMMENDATION**

That the Public Financing Authority receive and file the report.

**BACKGROUND**

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$15,540,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$5,745,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$3,005,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$2,475,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$35,004,886

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$8,740,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/15	None
Outstanding principal at 2/28/15	\$37,320,000

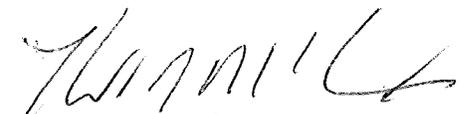
Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012, and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).



Thaddeus McCormack  
City Manager/Executive Director

**SEE ITEM 3A**



# City of Santa Fe Springs

Water Utility Authority Meeting

March 26, 2015

## **NEW BUSINESS**

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

### **RECOMMENDATION**

That the Water Utility Authority receive and file the report.

## **BACKGROUND**

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 2/28/15

None

Outstanding principal at 2/28/15

\$6,890,000

In May 2013, the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds are restricted for use on water system improvements. In August 2013, the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager/Executive Director



# City of Santa Fe Springs

Water Utility Authority Meeting

March 26, 2015

## **NEW BUSINESS**

### Status Update of Water-Related Capital Improvement Projects

#### **RECOMMENDATION**

That the Water Utility Authority receive and file the report.

#### **BACKGROUND**

This report is for informational purposes only. The following is a listing and current status of active water projects.

##### New Water Well Located Within Zone II (Well No. 12)

Kana Engineering Group (KEG) is in the process of completing the project and preparing to submit a final payment. Well operation is pending a Department of Public Health operations permit.

##### Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase I)

The contractor is complete with all the field work for the project. Final payment will be brought to Council in April 2015.

#### **FISCAL IMPACT**

All projects listed above are fully funded through the Water Fund, General Fund, and State Transportation Utility Agreements.

#### **INFRASTRUCTURE IMPACT**

A fully functioning water production well will provide a source of potable water within Pressure Zone II and enhance the reliability of the City's water system. The installation of new water mains due to the I-5 Widening project will update and extend the service life of pipelines serving the City's water system.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
Executive Director

#### Attachments:

None

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 19, 2015

4C

**SEE ITEM 3A**

**SEE ITEM 3A**



**PUBLIC HEARING**

State of California Citizens' Option for Public Safety (COPS) Grant Program

**RECOMMENDATION**

That the City Council: 1). Open the Public Hearing for those wishing to speak on this matter; and 2). Approve the expenditure of the State of COPS funds as outlined in the plan contained herein.

**BACKGROUND**

The Citizens' Option for Public Safety (COPS) program provides grants to every city and county and five special districts that provide law enforcement within California. COPS funds are allocated among cities and counties and special districts that provide law enforcement services in proportion to population, except that: A). County populations are the populations in incorporated areas, and B). Each agency is to be allocated a minimum of \$100,000. As a result, the City is entitled to a State of California Citizens' Option for Public Safety (COPS) Grant of \$100,000.

Funds from the COPS program must be used exclusively to fund the frontline municipal police services, "In accordance with written requests submitted by the chief of police...or the chief administrator of the law enforcement agency that provides police services for (the) city." (Gov't Code § 30061(c)(2)). Historically, these funds have been used to fund a portion of the Traffic Officer position. For FY 2014-2015, Staff is recommending the following plan for the COPS funding:

- A portion of the cost for a Traffic Officer (for FY 2014/2015, the cost of the Traffic Officer assigned to the City is \$179,700; \$100,000 would be paid with COPS funds and the remaining balance covered by the City (General Fund)).

The expenditure of these funds requires that the City conduct a Public Hearing to seek input as to how these funds should be spent.

**FISCAL IMPACT**

The State COPS program has been a much needed supplemental funding source for the City for over 10 years, providing the City with resources for additional public safety resources and equipment. The annual nature of the funds has allowed us to include the \$100,000 allocation as anticipated applied revenue to the City's FY 2014-2015 budget.

Thaddeus McCormack  
City Manager



**PUBLIC HEARING/ORDINANCE FOR INTRODUCTION  
ZONING TEXT AMENDMENT – Parking for Industrial Zoned Properties**

Ordinance No. 1063, an ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.480 (restrict tandem parking), 155.481 (revise parking ratio), 155.487 (require truck parking), 155.491 (establish maneuvering space) and 155.497 (establish truck door dimension) of Title 15, Chapter 155 of the City Code regarding parking within industrial zoned properties.

**RECOMMENDATIONS**

That the City Council take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Parking for Industrial Zoned Properties (Ordinance No. 1063), and thereafter close the Public Hearing.
2. Find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan.
3. Introduce for first reading the proposed amendments to the City Zoning Ordinance regarding amending the parking for industrial zoned properties.

**BACKGROUND/DESCRIPTION OF PROPOSAL**

The City of Santa Fe Springs was incorporated on May 15, 1957. Four years later on September 14, 1961, Ordinance No. 172, the City's first Zoning Ordinance was adopted. Ordinance No. 172 regulated and restricted the use of land and the locations of buildings and structures, restricted the height and bulk of buildings and structures, and determined the area of yards, courts, and other places surrounding them, regulated and restricted the density of population, divided the City into districts, and adopted a map of the City showing the boundaries and classification of such districts. Within said Ordinance were regulations establishing parking standards for industrial uses.

Since 1961, there have been four (4) amendments to the parking standards for industrial uses: Ordinance No. 358 in 1969, Ordinance No. 501 in 1976, Ordinance 700 in 1986, and Ordinance No. 884 in 1998. Though several amendments of the parking standards for industrial uses have occurred since 1960, throughout the years Staff has been periodically reminded, by architects and developers, that the parking standards for industrial uses are excessive and somewhat antiquated. This is especially true in comparison to other cities and especially for large buildings exceeding 100,000 square feet. This is exemplified when comparing the parking needs for larger buildings that are utilized for warehouse distribution as opposed to being used for manufacturing.

Not wishing to potentially stymie future development projects because of parking standards that may be excessive and/or antiquated, Staff is proposing a revision to the parking standards for industrial uses, primarily industrial/warehouse type uses, which is a large majority of the City's new development projects Staff regularly reviews. A

revision of the parking standards would be consistent with development standards in surrounding cities, which is supported by the City Survey (Attachment 1). The survey prepared included nearby cities with higher concentration of industrial uses. The proposed amendments would effectively reduce the amount of parking spaces required for industrial projects exceeding 100,000 square feet. This would allow for better development and less unoccupied square footage of open parking lots, which have a tendency to turn into unpermitted outdoor storage and/or trailer parking within areas designed for regular parking.

This Zoning Text Amendment will facilitate better industrial development and is not in conflict with other purposes, goals, or policies found in the City's Zoning Regulations. Finally, this proposed amendment is a forward-thinking step in economic development to responsibly attract new development. Staff worked diligently to ensure and lessen potential impacts on existing buildings. Based on Section 155.478, which addresses non-conforming parking facilities, once the intensity of a use is increased to more than 60%, the site is required to increase parking and loading to meet current code. Otherwise, a site made non-conforming by this Code Amendment may continue as-is.

### **PROPOSED ZONING TEXT AMENDMENT**

#### **Parking Ratio**

Industrial uses do not require as much parking when in comparison with a commercial use; however, Staff has found that our current parking requirements still require a high number of parking spaces, which has resulted in an increase in requests for Modification Permits (to allow a reduction in number). Another impact is a proposal not being constructed or additional floor area not being added on the basis that the developer could not meet the parking requirement.

In 1997, the Planning Commission approved a 265-acre commercial and industrial development (Golden Springs Development) with an associated development agreement that included specific uses permitted and also site development standards. The parking requirements varied from the City Zoning Regulations and allowed for a less restrictive parking standards, which in turn allowed for better site design and more attractive industrial/warehouse uses. Staff is therefore proposing to amend the current parking ratio to be more similar to the Golden Springs Development. With the new ratios, Staff's intent is to ensure that the proposed Code amendments would not make existing developments non-conforming. As a result, the proposed amendments keep the ratios to mirror the first 100,000 sq. ft. with the existing parking ratios. The proposed ratio are as follows:

- 0-20,000: 1 space per 500 sf
- 20,001-100,000: 1 space per 750 sf
- 100,001-200,000: 1 space per 1,000 sf
- 200,001 and above: 1 space per 2,000 sf

While doing the research, Staff analyzed the parking for a hypothetical project that consisted of an industrial building that was 250,000 sq. ft. Based on the existing

parking ratio, the hypothetical building would require 347 parking spaces versus only 272 parking spaces with the proposed ratios. This change of 75 parking spaces could sometimes be the difference of whether or not a project gets built.

#### Truck Regulations

The City's Zoning Regulations lack development standards to address truck parking, maneuvering, and dock doors. Therefore, Staff currently does not have much leverage to require specific standards when the Code is silent and potential issues arise. Potential issues consist of truck parking on public streets, inadequate parking for employees and patrons on-site, and inadequate truck maneuvering space. Staff is addressing these potential issues by applying set truck parking quantity and dimensions, parking stall requirements based on the square footage of the buildings, dock door dimensions, and maneuvering requirements.

Staff is also proposing to clearly state that tandem parking will no longer be allowed, except as allowed per Section 155.644. In addition, to create a more practical site plan, this will allow for better circulation on proposed projects.

#### Research

In preparation for this proposed Zoning Text Amendment, Staff researched 14 cities within the Los Angeles region for industrial parking ratios, truck parking dimensions, loading space requirements, loading area dimensions, and maneuvering areas (Attachment 1). Those cities were: Vernon, Industry, Corona, Commerce, Eastvale, Bellflower, Rancho Cucamonga, Pico Rivera, Norwalk, Chino, Moreno Valley, Redlands, Ontario, and Pomona. These cities were selected for research because they were similar to the City of Santa Fe Springs in terms of the types of uses and developments and are recognized for industrial nodes and distribution centers.

From this City Survey, Staff concluded that most cities have a varied way to calculate parking spaces for industrial type uses. It appeared that cities with older Zoning Regulations, such as Redlands, Industry, and Pomona, will place a set parking ratio for 500 or 1,000 square feet and apply that to the entire building. While cities with newer/updated Zoning Regulations, such as Ontario and Eastvale, provide a parking ratio that allows lower parking demands when the buildings were larger.

About half of the cities provided minimum truck parking dimensions. All cities that were surveyed provided a loading area requirement; although not all provided minimum dimensions. Lastly, only five cities (Industry, Rancho Cucamonga, Chino, Moreno Valley, and Ontario) provided maneuvering space for truck circulation. This survey helped Staff gauge what standards other agencies were applying to industrial projects. From these results, Staff was able to understand the feasibility of the proposed amendments and receive input from potential developers, other planners, and architects.

Amended Sections

Sections 155.480, 155.481, 155.487, 155.491 and 155.497 shown on the next page would be the amended sections. The proposed change is shown as **bold** and *italicized*, while any proposed removal of the Code will be shown as a ~~strikethrough~~.

**SANTA FE SPRINGS MUNICIPAL CODE**  
**Chapter 155 - Zoning****§ 155.480 PARKING SPACES REQUIRED.**

The number of off-street parking spaces required for each use shall be no less than the number set forth in this subchapter. Where so specified, the required space shall be in a garage or carport. ***No tandem parking shall be provided, except as allowed per Section 155.644.***

**§ 155.481(D)(1) CIRCULATION WITHIN A PARKING AREA.**

(D) Industrial uses.

(1) Industrial uses, including incidental office uses.—~~One parking space for each two employees in the maximum working shift or one space for each 500 square feet of gross floor area up to 20,000 square feet; thereafter, one space for each 750 square feet of gross floor area over 20,000 square feet, plus one parking space for each vehicle used in connection with the use. Notwithstanding the above, multi-tenant industrial unit or buildings shall provide one space for each 500 square feet of gross floor area for the first 40,000 square feet of gross building area. Incidental office area exceeding 15% of the gross building area shall require one parking space for each 300 square feet of floor area.~~

- ***0-20,000: 1 space per 500 sf***
- ***20,001-100,000: 1 space per 750 sf***
- ***100,001-200,000: 1 space per 1,000 sf***
- ***200,001 and above: 1 space per 2,000 sf***
- ***Truck parking shall be required as per Section 155.487(F)***

***Notwithstanding the above, multi-tenant industrial units or buildings shall provide one space for each 500 square feet of gross floor area for the first 40,000 square feet of gross floor area. Additionally, incidental office area exceeding 15% of the gross floor area shall require one parking space for each 300 square feet of floor area and one parking space shall be provided for each vehicle used in connection with the use.***

**§ 155.487 SIZE OF PARKING SPACES.**

The size of off-street parking spaces shall be in accordance with the following:

- (A) Each off-street parking space for other than industrial uses shall have dimensions not less than nine feet in width and 20 feet in length.
- (B) Each off-street parking space for industrial uses shall have dimensions not less than eight and one-half feet in width and 19 feet in length.
- (C) Each parallel off-street parking space shall have dimensions of not less than 10 feet in width and 22 feet in length, regardless of the use.
- (D) Parking spaces adjacent to a wall shall have a minimum width of 12 feet for standard stalls and 10 feet for compact car stalls.
- (E) Notwithstanding the above provisions, and except for single-family dwelling units, a maximum of 25% of the total number of required off-street parking spaces may be in compact spaces with dimensions not less than seven and one-half feet in width and 15 feet in length.

- (F) ***Each off street parking spaces for truck parking shall have dimensions not less than 12 feet in width and 53 feet in length. Truck parking shall be required for industrial/warehouse buildings that are 100,000 sq. ft. or more and there shall be one truck parking for every four truck docks.***

**§ 155.491 CIRCULATION WITHIN A PARKING AREA.**

The circulation within a parking area shall comply with the following requirements:

- (A) Minimum aisle widths shall be provided in accordance with the angle of the parking spaces they serve:

30° parking	12 feet
45° parking	12 feet
60° parking	18 feet
90° parking	24 feet
90° parking for commercial, financial, professional offices uses and mixed-use industrial/office/commercial uses	26 feet

- (2) Other aisle widths shall be determined by interpolation from the above minimum requirements.

- (B) Circulation within a parking area with more than one aisle must be such that a car need not enter the street to reach another aisle within the same parking area.
- (C) Directional signs shall be required to differentiate between entrance and exit access points to the street.
- (D) **All off-street truck loading area, zone, ramp, door, well or dock shall be designed to provide and maintain a minimum unobstructed area of 120 feet to allow for proper truck maneuvering on-site.**

**§ 155.497 OTHER REQUIRED IMPROVEMENTS.**

All required parking areas shall have the following improvements:

- (A) Parking areas shall be legibly marked off on the pavement, showing the required parking spaces. All parking spaces which are provided as compact spaces shall be further identified by having the words "compact," or comparable wording legibly written on the pavement, wheel stop or on a clearly visible sign.
- (B) Bumper guards or wheel stops shall be provided, where appropriate to insure that no portion of the vehicles parked on the premises shall extend over the property line or planned street width line along the perimeter of the parking area; however, fences or walls may be substituted for said bumper guards or wheel stops provided they are located in such a manner as to accomplish the intent and purpose of this section.
- (C) ***Truck loading doors shall have dimensions not less than 12 feet in width and 14 feet in height.***

**PLANNING COMMISSION CONSIDERATION**

At its meeting of March 9, 2015, the City Planning Commission conducted a Public Hearing on Zoning Text Amendment amending Sections 155.480 (restrict tandem parking), 155.481 (revise parking ratio), 155.487 (require truck parking), 155.491 (establish maneuvering space) and 155.497 (establish truck door dimension). No person appeared at the Public Hearing to offer an opinion on the proposed amendment. After considering the facts contained in the staff report and a brief presentation provided by staff, the Planning Commission approved a motion to recommend that the City Council approve Zoning Text Amendment – Parking for Industrial Zoned Properties (Ordinance No. 1063).

Attached for the City Council review are the following:

1. Resolution No. 49-2015, memorializing the action taken by the City Planning Commission to recommend that the City Council approve proposed Zoning Text Amendment relating to parking for industrial uses;
2. Proposed Ordinance No. 1063.

**LEGAL NOTICE OF PUBLIC HEARING**

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

The legal notice was posted in Santa Fe Springs City Hall, the City Library, and the City's Town Center on February 27, 2015, and published in a newspaper of general circulation (Whittier Daily News) February 27, 2015, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.



Thaddeus McCormack  
City Manager

**Attachments:**

Resolution No. 49-2015  
Proposed Ordinance No. 1063

**CITY OF SANTA FE SPRINGS**

**RESOLUTION NO. 49-2015**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS REGARDING ADOPTION OF AMENDMENT TO THE SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15, CHAPTER 155, SECTIONS 155.480 (RESTRICT TANDEM PARKING), 155.481 (REVISE PARKING RATIO), 155.487 (REQUIRE TRUCK PARKING), 155.491 (ESTABLISH MANUEVERING SPACE) AND 155.497 (ESTABLISH TRUCK DOOR DIMENSION) OF THE CITY ZONING REGULATIONS REGARDING PARKING WITHIN INDUSTRIAL ZONED PROPERTIES.**

**WHEREAS**, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of amending Sections 155.480 (restrict tandem parking), 155.481 (revise parking ratio), 155.487 (require truck parking), 155.491 (establish maneuvering space), and 155.497 (establish truck door dimension) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code regarding parking within industrial zoned properties, and

**WHEREAS**, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption of these amendments to the text of the City's Zoning Regulations, and

**WHEREAS**, notice of the Public Hearing was given as required by law, and

**WHEREAS**, the Planning Commission held a Public Hearing on March 9, 2015 in regards to the proposed amendments to the text of the City's Zoning Regulations, and

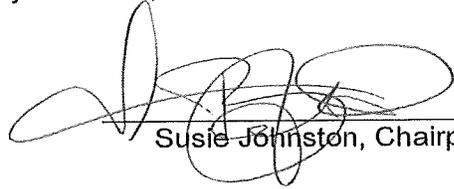
**NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The Planning Commission find that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report regarding the proposed amendments to the text of the City's Zoning Regulations.
2. That the Planning Commission finds that pursuant to Section 21080(b)(1) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City's Zoning Regulations are exempt as a ministerial project.

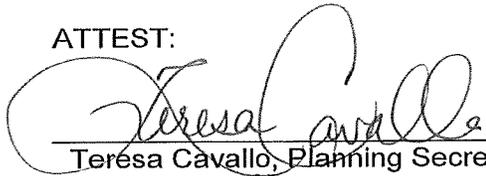
3. That the Planning Commission finds that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan.
4. That the Planning Commission recommends that the City Council approve and adopt Ordinance No. 1063, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

**PASSED and ADOPTED** this 9th day of March, 2015.



Susie Johnston, Chairperson

ATTEST:



Teresa Cavallo, Planning Secretary

**ORDINANCE NO. 1063**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AMENDING THE SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15, CHAPTER 155, SECTIONS 155.480 (RESTRICT TANDEM PARKING), 155.481 (REVISE PARKING RATIO), 155.487 (REQUIRE TRUCK PARKING), 155.491 (ESTABLISH MANUEVERING SPACE) AND 155.497 (ESTABLISH TRUCK DOOR DIMENSION) OF THE CITY ZONING REGULATIONS REGARDING PARKING WITHIN INDUSTRIAL ZONED PROPERTIES.**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1.** Section 155.480 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.480 PARKING SPACES REQUIRED.

The number of off-street parking spaces required for each use shall be no less than the number set forth in this subchapter. Where so specified, the required space shall be in a garage or carport. No tandem parking shall be provided, except as allowed per Section 155.644.

**Section 2.** Subsection (D) of section 155.481 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.481 CIRCULATION WITHIN A PARKING AREA.

(D) Industrial uses.

(1) Industrial uses, including incidental office uses.

- 0-20,000: 1 parking space per 500 square feet
- 20,001-100,000: 1 parking space per 750 square feet
- 100,001-200,000: 1 parking space per 1,000 square feet
- 200,001 and above: 1 parking space per 2,000 square feet
- Truck parking shall be required as per Section 155.487(F)

Notwithstanding the above, multi-tenant industrial units or buildings shall provide one space for each 500 square feet of gross floor area for the first 40,000 square feet of gross building area. Additionally, incidental office area exceeding 15% of the gross building area shall require one parking space for each 300 square feet of floor area and one parking

space shall be provided for each vehicle used in connection with the use.

**Section 3.** Section 155.487 of Chapter 155 of the City Code is hereby amended to add thereto new subsection (F), so that subsection (F) reads as follows:

§ 155.487 SIZE OF PARKING SPACES.

The size of off-street parking spaces shall be in accordance with the following:

- (F) Each off-street parking space for truck parking shall have dimensions not less than 12 feet in width and 53 feet in length. Truck parking shall be required for industrial/warehouse buildings that are 100,000 sq. ft. or more and there shall be one truck parking for every four truck docks.

**Section 4.** Section 155.491 of Chapter 155 of the City Code is hereby amended to add thereto new subsection (D), so that subsection (D) reads as follows:

§ 155.491 CIRCULATION WITHIN A PARKING AREA.

The circulation within a parking area shall comply with the following requirements:

- (D) All off-street truck loading areas, zones, ramps, doors, wells or docks shall be designed to provide and maintain a minimum unobstructed area of 120 feet to allow for proper truck maneuvering on-site.

**Section 5.** Section 155.497 of Chapter 155 of the City Code is hereby amended to add thereto new subsection (C), so that subsection (C) reads as follows:

§ 155.497 OTHER REQUIRED IMPROVEMENTS.

All required parking areas shall have the following improvements:

- (C) All truck loading doors shall have dimensions not less than 12 feet in width and 14 feet in height.

**Section 6.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Section 7.** The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage thereof.

Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by the following roll call vote:

**AYES:** Councilmembers:

**NOES:** Councilmembers:

**ABSENT:** Councilmembers:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Santa Fe Springs

City Council Meeting

March 26, 2015

## **ORDINANCE FOR PASSAGE**

Ordinance No. 1064 – Ordinance for Granting a Franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets

### **RECOMMENDATION**

That the City Council waive further reading and adopt Ordinance No. 1064 which would grant a franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets.

### **BACKGROUND**

Ordinance No. 1064 passed its first reading at the March 12, 2015 City Council meeting and would grant a Franchise to ExxonMobil Oil Corporation to operate their facilities within the City of Santa Fe Springs for the next ten years.

Thaddeus McCormack  
City Manager

### **Attachment:**

Ordinance No. 1064

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 19, 2015

## ORDINANCE NO. 1064

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA GRANTING A FRANCHISE TO EXXONMOBIL OIL CORPORATION IN THE CITY OF SANTA FE SPRINGS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS as follows:

Section 1: The franchise is hereby granted to ExxonMobil Oil Corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of petroleum, oil and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

Section 2. The Grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of lineal feet of such pipe within the public streets, ways, alleys, or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee, to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

Section 3. EXXONMOBIL OIL CORPORATION agrees to perform integrity assessments of all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1981. Soil testing under the pipelines shall be conducted pursuant to State, Federal and Chapter 97 of the City of Santa Fe Springs Code of Ordinance requirements.

At all times during the term of this franchise, ExxonMobil shall maintain emergency response equipment and trained personnel for the purposes of implementing emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules or regulations.

Section 4. Abandonment of pipelines shall be done according to City specification. Said specification shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, or other product as approved by the City Engineer, and a fee of one-half (½) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee, and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

EXXONMOBIL OIL CORPORATION shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment of any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules or regulations.

Section 5. This franchise is issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

Section 6. This franchise is subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Section 7. All new mains laid under this franchise shall be laid and maintained pursuant to current City requirements as provided by the City's Department of Public Works or Engineering Staff. In all cases construction shall be in accordance with the CFR Title 49 part 195.250.

Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.

- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

**PASSED and ADOPTED** this 26<sup>th</sup> day of March 2015, by the following called vote at a regular meeting of the City Council of the City of Santa Fe Springs:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Laurie Rios, MAYOR

ATTEST:

\_\_\_\_\_  
Anita Jimenez, CITY CLERK



**UNFINISHED BUSINESS**

**Traffic Engineering Services – Contract Extension**

**RECOMMENDATION**

That the City Council take the following actions:

1. Renew the contract with Coory Engineering to provide traffic engineering services for a two-year term; and
2. Authorize the Director of Public Works to execute the Agreement.

**BACKGROUND**

At its meeting on December 13, 2012, the City Council awarded a contract to Coory Engineering to provide traffic engineering services on an on-call basis. The contract expired on December 12, 2014. Per the contract provisions, the City reserved the right to renew the Agreement for one additional term of two years upon City Council approval. At the February 26, 2015 meeting, the City Council asked staff to explore the concept of hiring the existing contract Traffic Engineer directly as a contract employee.

Accordingly, Staff investigated the option of having the Traffic Engineer position filled by a contract employee as opposed to a contract consultant arrangement. Currently, the individual performing the position of Traffic Engineer is a retired former employee. CalPERS regulations tightly govern how long and in what capacity a retiree can work for a PERS agency without jeopardizing his/her service retirement benefits, as well as adversely impacting the contracting Agency (i.e., the City). In question is whether or not the Traffic Engineer Position would be deemed "Temporary," "Permanent," and/or "Regular." There is a general understanding that retirees cannot work more than 960 hours over a twelve-month period, which would not be a problem for the Traffic Engineer position. This helps color the position as temporary. However, confusion exists on whether the position would be deemed a "Regular" position, temporary status notwithstanding. If the position he/she is working is a "Regular" position, even if a retiree is working less than 960 hours, the retirement law requires that the person reinstate from retirement into active employment.

Because of the above stated reasons, the individual currently performing the duties of Traffic Engineer is reluctant to contract directly with the City as it would potentially jeopardize his retirement benefits. As well, it should be noted that the existing contract consultant relationship with Coory Engineering provides additional benefits to the City, in that the Traffic Engineering Services offered by Coory Engineering go beyond those that are and would be provided by the current person assigned to Santa Fe Springs.

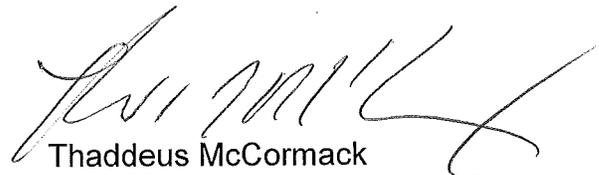
For these reasons, Staff is recommending that the City Council renew the contract with Coory Engineering to provide traffic engineering services for a two-year term.

**ORIGINAL BACKGROUND**

Traffic engineering services to be provided consist of, but are not limited to: traffic analysis, transportation planning studies, intersection analysis and design, traffic control device studies and design, pedestrian studies, review new development projects involving traffic impact analysis, support City's traffic signal and street lighting maintenance section, manage traffic collision database, and testify in court on behalf of the City as needed. In addition, due to the impact of the I-5 Freeway widening project, traffic engineering services are needed to review design and traffic control plans, provide traffic mitigation measures, and oversee traffic signal construction as part of the I-5 Freeway project.

**FISCAL IMPACT**

The cost to perform traffic engineering services is included in the Public Works Department budget. The cost for the services shall not exceed \$117,000 per fiscal year, unless approved by Council. The hourly rates from the original contract established in 2012 will be honored for the contract renewal term.



Thaddeus McCormack  
City Manager

**Attachments:**

Professional Services Agreement  
Request for Proposals dated September 19, 2012  
December 13, 2012 Agenda Report

**CITY OF SANTA FE SPRINGS  
SHORT FORM PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered by and between the **CITY OF SANTA FE SPRINGS (CITY)**, and **Coory Engineering**, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the attached proposal dated October 17, 2012 and shall organize, supervise, prepare and complete said SERVICES as set forth therein and as required as per the Request For Proposals dated September 19, 2012.
2. The term of this Agreement shall commence on March 26, 2015 and end on March 26, 2017, unless the SERVICES are completed sooner or terminated as provided herein.
3. CITY shall compensate CONSULTANT for the SERVICES at the rates detailed in the Proposer's Pricing Form. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. CONSULTANT hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent Consultant and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.
7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
8. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
  - a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,

b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.

c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

\_\_\_\_\_  
CONSULTANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

Corporation

Sole Proprietor

Partnership

LLC

\_\_\_\_\_  
SSN OR TAX ID#

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

**City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
(562) 868-0511**

# CITY OF SANTA FE SPRINGS

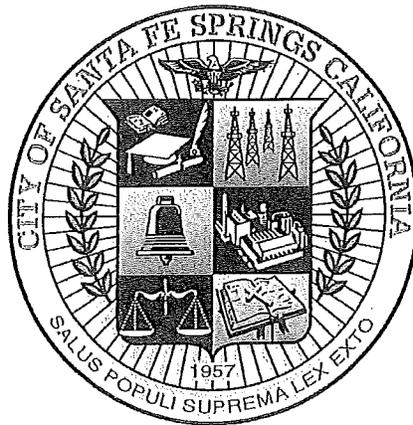
## REQUEST FOR PROPOSALS

### TRAFFIC ENGINEERING SERVICES

CITY OF SANTA FE SPRINGS  
PUBLIC WORKS DEPARTMENT

OCT 01 2012

ORIGINAL  
BID SET



DEPARTMENT OF PUBLIC WORKS

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TRAFFIC ENGINEERING SERVICES

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11710 Telegraph Road · CA · 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · [www.santafesprings.org](http://www.santafesprings.org)

*"A great place to live, work, and play"*

September 19, 2012

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

PROJECT: TRAFFIC ENGINEERING SERVICES

To All Interested Parties:

The City of Santa Fe Springs (SFS) is seeking proposals from qualified firms to provide traffic engineering services on an as needed basis. Proposers are asked to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

**A. Submission of Proposals**

**In order to be considered, the Proposal must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Wednesday, October 17, 2012.**

Interested Proposers must submit six (6) copies of their Proposal labeled "Proposal for Traffic Engineering Services" to:

Noe Negrete, Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3658

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Proposer unopened.

The RFP can be downloaded from the SFS website which can be found at ([http://www.santafesprings.org/depts/public\\_works/results.asp](http://www.santafesprings.org/depts/public_works/results.asp)). In the event information cannot be downloaded from the SFS website, Proposers should contact Marsha Chavez, Support Services Supervisor, by fax at (562) 409-7651 or by email at [marshachavez@santafesprings.org](mailto:marshachavez@santafesprings.org) to request copies of the information they are unable to obtain through the SFS website.

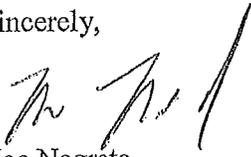
**B. Pre-Submittal Meeting**

No Pre-Submittal Meeting has been scheduled for this proposal.

**C. Requests for Information**

All questions regarding this RFP must be directed to Mr. Noe Negrete, Director of Public Works, who can be reached by email at [publicworks@santafesprings.org](mailto:publicworks@santafesprings.org). Do not call or contact City staff.

Sincerely,



Noe Negrete  
Director of Public Works

NN/rg/mc

## REQUEST FOR PROPOSALS (RFP)

### TRAFFIC ENGINEERING SERVICES

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In the early 1800's, Santa Fe Springs was primarily farmland, part of the original Spanish land grant called Rancho Santa Gertrudes. The town did not acquire its name until 1884 after the Atchison, Topeka & Santa Fe Railway built its lines through the town.

Oil was discovered with the first oil strike in 1921. The bucolic farming area became dotted with oil derricks. Oil refineries were constructed in town to refine the oil from what had become one of the largest producing oil fields in the country. Over the years the area became heavily industrialized due to favorable land valuation, and the town's access to major arterials of transportation, including the railroad.

Santa Fe Springs incorporated in May 1957 and is home to 3,000 businesses with an unmatched blend of business and residents. It is a planned community with 90% of its land designated for commercial and industrial use, making Santa Fe Springs a thriving industrial environment. The City has nearly 100 acres of recreation space, 19 park sites, and miles of green belts, and parkways, which provide a pleasant environment for its 18,000 residents and 95,000 businesses residents.

Santa Fe Springs is a service-oriented community whose mission is to continually improve the quality of life in the City; foster public trust; provide a safe and aesthetically pleasing environment; encourage personal enrichment; serve the public in a responsive and courteous manner; and promote social harmony in all aspects of community life.

Today, Santa Fe Springs is bordered by unincorporated West-Whittier-Los Nietos to the North, Pico Rivera to the northwest, Downey to the west, Norwalk to the southwest, Cerritos to the south, La Mirada and unincorporated South Whittier to the east, and Whittier to the northeast.

The City has approximately one hundred seventy (170) full time staff and approximately one hundred fifty (150) part time staff. The City Manager is hired by the City Council and oversees all day-to-day operations. The City has six (6) departments: Community Services, Fire-Rescue, Finance, Planning and Development, Police Service and Public Works. Police services for the city are contracted to the Whittier Police Department, based at the Santa Fe Springs Police Services Center. The Police Services Center is located on Telegraph Road. The City's Traffic Signal and Street Lighting Maintenance Section services Santa Fe Springs and is currently contracted to provide traffic signal and street light maintenance to the following cities: Pico Rivera, Paramount, Irwindale, Bellflower, and La Habra Heights.

#### 1. SCOPE OF SERVICES

A. General. This Request for Proposals is for **as needed** services. Any such agreement entered into will not state, convey, imply or infer a specific, minimum or expected amount of work or compensation, nor is this RFP intended to state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

Work shall include but not be limited to performing professional services that apply traffic engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists, vehicular traffic and goods with the objective of providing the City with comprehensive, as needed traffic engineering services as defined by City staff. Traffic engineering services may include, but are not limited to:

- Conduct or review traffic engineering, traffic analysis and transportation planning studies or project specific traffic related issue analysis;
  - Provide comprehensive analysis of existing and projected traffic conditions, intersection analysis and design, parking lot design, and traffic/transportation data collection services;
  - Provide electronic traffic control device studies and design (i.e., signs, signals, pavement markings, school zone flashers and curve warning flashers, electronic speed signs, lighted cross walks);
  - Perform pedestrian studies;
  - Review subdivision or new development projects involving traffic impact analysis, transportation modeling, area-wide transportation studies and road impact fee analysis;
  - Provide Traffic Engineering support to the City's Traffic Signal and Street Lighting Maintenance Section for the contract cities served;
  - Manage the existing Traffic Collision database. (Traffic collision reports provided by City of Whittier Police Department shall be coded by Traffic Engineer and City Staff will input report data into collision data base.)
  - Oversee monthly invoices for the Traffic Signal and Street Light Maintenance for all contract cities.
  - Provide oversight and review of the installation of the future Advanced Traffic Maintenance System and become familiar with the operational characteristics of the system.
  - Testify in court on behalf of the City as to the status of the City Traffic System and actions taken by the City that may have a bearing on the disposition of claims and lawsuits.
- B. City Traffic Engineer. The successful engineering firm shall provide an experienced registered civil engineer, licensed in the State of California, to act in the capacity of the City Traffic Engineer for the City of Santa Fe Springs, with the approval of the Public Works Director. The individual assigned to this task will be officially designated the City Traffic Engineer by the City Council and will report to the Public Works Director. As a representative of the City, the City

Traffic Engineer shall be diplomatic, responsive, creative, professional and accountable for his/her interactions with the public, staff, the City Council and other elected officials. The City Traffic Engineer will be the principal contact and responsible party for the contract services described under this scope. The City Traffic Engineer will be expected to work approximately ten (10) hours a week from an office within City Hall. The individual assigned to this task must have a minimum of five years experience serving as the City Traffic Engineer for a city or county in the State of California. The City of Santa Fe Springs (SFS) reserves the right to approve all key personnel individually for any and all task orders issued by SFS as a result of this solicitation. After an agreement has been executed, the selected consultant may not replace any key staff without written approval from SFS. SFS must approve replacement staff before a substitute person is assigned to the project. SFS reserves the right to require the firm to replace a staff person assigned to the contract should SFS consider replacement to be for the good of the City. Replacement staff will be subject to SFS approval prior to assignment to the firm.

C. Senior/Associate/Assistant Traffic Engineers. <sup>CIVIL AND/OR</sup> At the request of SFS, the successful traffic engineering firm shall include professional traffic engineers at the Senior and Associate levels who are registered <sup>of</sup> traffic engineers, licensed in the State of California, and at the Assistant level who have, at a minimum, four (4) years of traffic engineering school, passed the Engineer In Training (EIT) exam, and a minimum one year of experience. The Senior, Associate and Assistant civil engineers will perform work under the general supervision of the City Engineer and have knowledge of:

- Principles and practices of traffic engineering, other engineering disciplines and public works construction used in the municipal engineering field;
- Developing, reviewing and modifying traffic engineering plans, designs and specifications;
- Modern methods and techniques used in the design and construction of a wide variety of municipal traffic engineering projects;
- Project management experience in a range of municipal public works projects;
- Modern developments, current literature and sources of information regarding traffic and municipal engineering;
- Applicable local, state and federal laws, codes and regulations relevant to design and construction of municipal facilities;
- Principles of supervision, training and performance evaluation;
- Technical report writing;

- Computer software, including AutoCAD, GIS applications (e.g., ArcGIS), Microsoft Word, Excel, PowerPoint and Outlook software.

D. Public Works Inspectors. At the request of SFS, the successful traffic engineering firm shall include professional inspectors with a minimum of three (3) years of experience in inspecting municipal facilities to identify the need for traffic signal or other traffic equipment maintenance or replacement.

All services will be determined on an as-needed basis at the sole discretion of SFS. Consultant will provide specific traffic engineering services to supplement the full-time staff of the City's Public Works Department inclusive of all aspects referenced in this RFP and other related tasks as determined necessary in the capacity of Traffic Engineering Services.

F. Funding/Grants/Budget

- Assist in the identifying, procuring and preparing of various grant applications;
- Ensure compliance with funding agencies and their requirements, including the Metropolitan Transportation Authority (MTA), Caltrans and federal agencies;
- Assist in the Capital Improvement Program (CIP) project budget preparation as well as analyze SFS's capital needs and prepare short and long-term CIP recommendations.
- Assist in the tracking and accounting of project funds, including revenue sources, expenditures, and project account shortfalls/surpluses.

G. Engineering Design and Construction.

- Design and review traffic engineering plans included but not limited to Traffic Signing and Striping Plans, Traffic Signal Installation and Modification plan, Traffic Control Plans, Street Lighting Plans, specifications, design calculations, and cost estimates;
- Review and prepare service requests for traffic control devices and measures such as red curbs, stop signs, loading zones, restrictive parking signs, and others;
- Conduct studies regarding traffic, pedestrian, bicycle, and other traffic related issues;
- Assist staff in the development of traffic and parking policies, standards, regulations, ordinances and resolutions;
- Prepare traffic warrant studies for traffic control devices per the latest edition of the California MUTCD and conduct spot speed studies;

- Prepare the annual update for the Highway Performance Monitoring System (HPMS);
- Assist the Public Works Department in reviewing traffic signal timing plans, traffic striping plans, and construction area traffic control plans;
- Review parking plans for safety and circulation issues, and provide analysis for new and existing development;
- Review the County's Congestion Management Plan (CMP);
- Prepare parking studies, traffic counts, parking counts, and other traffic-related assignments;
- Assist the Police Department with traffic plans for special projects and events, safe traffic routes during special events and other activities;
- Advertise and bid the construction of Capital Improvement Plan (CIP) projects and process contract execution and submittal approvals;
- Perform project and construction management activities for traffic engineering projects;
- Coordinate design and construction activities with City departments, other agencies, citizens, and regulatory agencies; and
- Assist in consultant contract management where no conflicts of interest exist.

H. Traffic Signal Operations. The City operates and maintains 50 traffic signals and approximately 3,000 street and intersection lights. The City also contracts with the cities of Bellflower (49), Irwindale (24), La Habra Heights (7), Paramount (70) and Pico Rivera (43) to provide signal maintenance for another 193 signals. The City utilizes Econolite ASC-2 and ASC-3 controllers. The City in cooperation with Los Angeles County will be installing an Econolite CENTRACS Traffic Control System. It is planned to have the installation completed by June 2014 and initially will connect 47 of the City's 50 intersections to the CENTRACS System by either a fiber optic or wireless connection. The five cities that contract with Santa Fe Springs for signal maintenance are mostly equipped with Type 170 controllers in Type 332 cabinets. Some of the contract cities do have a few Type 90 controllers in their inventory.

- Provide to the City's Traffic Signal and Street Lighting Superintendent any information relative to needed changes to signal timing, other technical assistance or standard traffic operation protocol with regard to signal operation. Provide timing sheets for new or modified City traffic signals;

- Interface with Los Angeles County Traffic & Lighting Division for review of new timing plans and any proposed modifications to traffic signals jointly owned by the City and County and maintained by the County;
- Assist the City in resolving traffic signal control complaints involving City, County-maintained or Caltrans-maintained traffic signals, including contacting the appropriate agency and/or the complainant;
- Respond to questions from any of the designated traffic signal maintenance liaisons of Bellflower, Irwindale, La Habra Heights, Paramount and Bellflower about traffic operations or repairs made to their traffic signals;
- Work with Los Angeles County Traffic & Lighting Division if any timing changes are needed along Traffic Signal Synchronization Program (TSSP) routes;
- In conjunction with the City's Signal and Lighting Superintendent, make recommendations and provide cost estimates for traffic signal equipment upgrades;
- As directed by the City Engineer, investigate and recommend improvements to signal operations including modification of phasing, equipment and/or timing adjustments; and
- Ability to design or review the design of traffic signal plans to be installed in the City or any of the Contract Cities.

I. Development Review.

- Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies and statutes;
- Assist Public Works and Planning and Development staff in the preparation of conditions of approval for proposed development projects;
- Evaluate and provide recommendations regarding the developer proposed mitigation measures for development projects;
- Review, check and make recommendations regarding land use applications within eight (8) working days of receipt; and
- Review plans for construction of traffic control improvements by private developers and as required to oversee construction of improvements and make recommendations regarding acceptance of the improvement.

J. Public Right of Way Maintenance.

- Assist in oversight of work by contractors performing traffic signal maintenance;
- Provide public works inspection or contract management outside of regular working hours;
- Recommend traffic signal and traffic control device repairs;
- Assist City staff in tactfully responding to citizen complaints and inquiries in accordance with City policy, as requested, including investigating and resolving complaints related to traffic engineering-related issues, including traffic signal timing;
- Assist in the development of cost estimates;
- Assist in the development and implementation of procedures and safety guidelines; including work processes;
- Investigate claims against the City and work with staff to gather information;
- Coordinate and prioritize traffic signal and traffic control device maintenance activities with other City departments, divisions and with outside agencies;
- Log reports and keep records in an organized fashion in accordance with Department filing procedures;
- Report hazardous conditions immediately to the Public Works Director. Respond to emergencies as directed by Public Works staff; and
- Assist in budget preparation and administration, including staff reports, technical memorandums, and Microsoft Excel costs analysis.

K. Administration/Miscellaneous.

- Provide information to City staff on traffic engineering policies and procedures related to Public Works;
- Prepare staff reports, presentations, memoranda, and other materials and information for use at public meetings;
- Respond to citizen requests, questions, suggestions, complaints and concerns, as requested;

- Assist and implement as-needed emergency work as directed by City staff;
- Attend meetings and make presentations with staff to City Council members, Advisory Committee members, residents, business and agency representatives;
- Attend and conduct monthly meetings for the Traffic Commission;
- Coordinate with property owners and residents as directed by City staff;
- Provide traffic engineering support as needed to the City Engineer;
- Prepare CAD exhibits, public outreach material, complex Microsoft Excel spreadsheets, Microsoft Word documents, Microsoft PowerPoint presentations, as directed, for a variety of engineering and public works topics;
- Maintain municipal traffic engineering records and maps at City Hall;
- Provide other traffic engineering support services, as needed;
- Process public records requests within eight (8) business days in coordination with the City Clerk or Deputy City Clerk and other City staff.

2. **TIMELINE TO SOLICIT PROPOSALS**

In support of the selection process, the following timeline has been established:

DESCRIPTION	DATE/TIME
Request for Proposals Released	Monday, October 1, 2012
Deadline to Receive Proposals	Wednesday, October 17, 2012 at 3:00 p.m.

SFS reserves the right to modify any element of the timeline should that become necessary.

3. **PRE-SUBMITTAL MEETING**

No Pre-Submittal Meeting has been scheduled for this proposal.

4. **SUBMISSION OF PROPOSALS**

**To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Wednesday, October 17, 2012.** Consultants must submit six (6) copies of their Proposal labeled "Traffic Engineering Services" to:

Noe Negrete, Director of Public Works  
 City of Santa Fe Springs  
 11710 Telegraph Road  
 Santa Fe Springs, CA 90670-3658

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened. The RFP can be downloaded from the SFS website.

5. **DISSEMINATION OF RFP INFORMATION**

Information will be posted and available for downloading on the SFS website which can be found at ([http://www.santafesprings.org/depts/public\\_works/results.asp](http://www.santafesprings.org/depts/public_works/results.asp)).

From time to time, SFS may issue responses to requests for clarifications, questions, comments, addenda to this RFP, or other material related to this solicitation. It is the responsibility of the Consultant to check the SFS website regularly during the solicitation period for updated information. **By submitting a proposal, Consultants are deemed to have constructive knowledge and notice of all information on the website.**

In the event information cannot be downloaded from the SFS website, Consultants should contact Marsha Chavez, Support Services Supervisor, at (562) 409-7540 or by email at [marshachavez@santafesprings.org](mailto:marshachavez@santafesprings.org) to request copies of the information they are unable to obtain through the SFS website.

6. **ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by SFS will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. SFS will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document that they are aware of all addenda issued by SFS in their proposal.

7. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

a. **Contact Person for the Project**

All questions or contacts regarding this RFP must be directed to Mr. Noe Negrete, Director of Public Works, who can be reached by email at [publicworks@santafesprings.org](mailto:publicworks@santafesprings.org).

b. **Clarifications of the RFP**

Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify SFS in writing in accordance with Subsection "a" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued and posted on the SFS website at [http://www.santafesprings.org/depts/public\\_works/results.asp](http://www.santafesprings.org/depts/public_works/results.asp).

8. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. SFS shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit a proposal in response to this RFP or by any Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to SFS;
- Negotiations with SFS on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of an agreement, and formal notice to proceed.

SFS will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

9. **CONFLICT OF INTEREST**

Consultants are advised that SFS intends to award a contract through a process of full and open competition. By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the SFS since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Consultants;
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with SFS;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the referenced projects; and
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have a personal relationship with any member of the governing

body, officer or employee of SFS who exercises any functions or responsibilities in connection with the referenced projects.

**10. KEY PERSONNEL**

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the referenced tasks. The Consultant must identify all proposed key personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

**11. BASIS FOR AWARD OF CONTRACT**

SFS intends to select the Consultant on the basis of fair and competitive negotiations, demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the contract is to be awarded to the Consultant whose proposal best meets the technical requirements of the RFP as determined by SFS. Should an award be made, the proposal submitted by Consultant shall be incorporated as part of the final contract accordingly.

**12. CONTRACT TERM**

It is the intention of the City to enter into a Professional Services Agreement with the selected Consultant for a two-year term, effective upon execution of said agreement. The City reserves the right to renew the Agreement for one additional term of two years upon City Council approval. The hourly rate schedule as negotiated for key personnel would be applicable to the subsequent term, if awarded.

The City will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the negotiated hourly rate. The consultant will provide an invoice clearly documenting the services performed each day, the number of hours worked, the projects worked on, as well as the specific employees performing work accordingly. Such invoice shall be submitted to the City no later than the 15<sup>th</sup> of each month.

The City will provide office space in City Hall for assigned personnel. The City will not compensate assigned personnel for travel time from home to City Hall and return. Travel expenses will be reimbursed for travel from City Hall to project sites within the City.

**13. NEGOTIATIONS AND AWARD OF CONTRACT**

Negotiations regarding a fair and reasonable price will begin after selection of the Preferred Consultant has been approved by the Director of Public Works. Should SFS be unable to obtain a fair and reasonable price through negotiations with the highest technically qualified consultant, SFS shall enter into negotiations with the next highest qualified consultant and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, SFS shall enter into negotiations with the next highest qualified consultant in sequence until an agreement is reached.

#### 14. REQUIRED FORMAT FOR PROPOSALS

SFS is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

- A. Letter of Offer. The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:
- Identification of Consultant, including name, address, and telephone number;
  - Name, title, address, e-mail, and telephone number of contact person;
  - A statement to the effect that the Proposal shall remain valid for a period of not less than 180 calendar days from the date of submittal; and
  - Signature of a person authorized to bind the Consultant to the terms of the Proposal.
- B. Cover Letter/Executive Summary. The cover letter shall be limited to three (3) pages maximum and will not be counted as part of the total page count for the Proposal. One copy of the Proposal (Cover Letter) shall be signed by a duly authorized official of the prime Consultant's Firm. The cover letter shall, at a minimum, contain the following:
- Identification of the person within the Consultant's firm that has the authority to negotiate with SFS and to execute on behalf of the Consultant any agreement that may result from such negotiations. Identification shall include legal name of the company, corporate address, telephone and fax number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SFS and any contact person for Consultant during the period of proposal evaluation.

- Identification of all proposed subconsultants or subcontractors, including legal name of the company, address and contact person.
  - Acknowledgement that Consultant is obligated by all addenda to this RFP.
  - A statement that the Proposal submitted shall remain valid for ninety (180) calendar days from the submittal deadline.
  - Signature of a person authorized to bind Consultant to the terms of the Proposal.
  - Signed statement attesting that all information submitted with the Proposal is true and correct.
- C. Qualifications of the Firm. This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:
- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
  - Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide Traffic Engineering Services.)
  - Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.
  - Provide an implementation plan that describes in detail (i) methods, including controls, by which your firm manages the quality of work of the type sought by this RFP; and (ii) other management or implementation strategies or work techniques that the firm intends to employ in carrying out the Scope of Work, including detailed description of when Senior/Associate/Assistant Engineers will be utilized to maximize cost effectiveness.
- D. Proposed Staffing and Project Organization. This section of the Proposal should establish the method that will be used by the Consultant to organize and provide the Traffic Engineering Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of “key” staff.
  - Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. The proposed City Traffic Engineer’s resume shall be afforded a maximum of four (4) pages. Key personnel must have extensive knowledge and experience with requirements for construction management procedures.
  - The identity of key personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person’s name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm. Include two (2) references for each key person with contact information for the reference.
  - A statement that key personnel will be available to the extent proposed for the duration of the Traffic Engineering Services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of SFS. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.
  - A description of any potential work not included in the consultant's scope of services or which has not been identified in this request for proposals, which the consultant feels is essential to the successful completion of the project. This would include additional services by the consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.
- E. Consultants and/or Subconsultants. The City desires to enter into a contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City. If the Consultant plans on using consultants and/or subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm’s business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party Firms in your proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

- F. Work Approach. This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project and the construction timeline. More specifically, the Proposal should include the following:
- Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.
  - An outline of the activities that would be undertaken in completing the Scope of Services and specify who in the firm will perform them.
  - The methods Consultant will use to ensure quality control during the construction phase of the Project, manage the budget, oversee the schedule, and mitigate delays.
  - An explanation of the efforts that the firm would undertake to maintain effective communication with the City.
- G. Client References. List your five (5) most recent similar clients (including name, address, contact person, phone number, start and end dates of service, client contract manager name, phone number, and e-mail address). The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.
- H. Appendices. This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.
- I. Rights to Materials. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.
- J. Proposer Pricing Form. Complete Appendix A, "Proposer Pricing Form".

15. **PROPOSAL EVALUATION PROCESS AND CRITERIA**

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarifications and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily at the lowest price. Criteria for the evaluation of the proposals may include but is not limited to the following:

- A. Completeness of proposal;

- B. Consultant and key project team member's experience in performing similar work;
- C. Methodology and quality control;
- D. Consultant and key project team member's record in accomplishing work assignments for projects;
- E. Consultant's demonstrated understanding of the scope of work;
- F. Quality of work previously performed by the firm as verified by reference checks;
- G. Ability to provide continuity of personnel;
- H. Ability to provide timely services;
- I. Relevant project experience;
- J. Verification that Consultant can meet scheduled project dates; and
- K. Pricing.

The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City also reserves the right to reject any and all proposals, and accept or reject all or any part of any proposal, as well as re-issue or modify the RFP.

The Consultant should have available the project manager and key project personnel to discuss the following:

- A. The major elements of the proposal and be prepared to answer questions clarifying their proposal.
- B. A description of previously related experience for key project team member(s). Work sample exhibits may also be used.
- C. The proposed personnel resources.

16. **EXCEPTIONS OR ADDITIONS**

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

17. **INSURANCE REQUIREMENTS**

Prior to the start of contract negotiations, the highest qualified Consultant will be required to submit to SFS the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with SFS.

The successful Consultant shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any subconsultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

18. **RIGHTS OF THE CITY**

A. SFS reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify SFS obligations or selection criteria; or take other actions needed to meet SFS' goals. In addition, SFS reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.

- The right to request or obtain additional information about any and all proposals.
  - The right to conduct a background check of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
  - The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
  - The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
  - The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to SFS.
  - The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
  - Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
  - City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.
- B. This RFP is not a contract or commitment of any kind by SFS, it does not commit SFS to enter into negotiations with any consultant and SFS makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by SFS are public information and will be made available to any person upon request after SFS has completed the proposal evaluation. Submitted proposals are not to be copyrighted.
- C. Should a contract be subsequently entered into between SFS and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a SFS business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

19. WAIVER OF PROPOSALS

Proposals may be withdrawn by submitting written notice to the SFS Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of SFS.

20. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

21. DISCLAIMERS

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



# City of Santa Fe Springs

City Council Meeting

December 13, 2012

## **NEW BUSINESS**

### Traffic Engineering Services – Award of Contract

#### RECOMMENDATION

That the City Council take the following actions:

1. Award a contract to Coory Engineering to provide traffic engineering services on an as-needed basis; and
2. Authorize the Director of Public Works to execute the agreement.

#### BACKGROUND

The Council at its meeting on September 27, 2012 authorized staff to issue a request to solicit proposals to provide traffic engineering services on an as-needed basis. On October 17, 2012 a total of seven (7) proposals were received.

A three-member evaluation team consisting of three local area engineers reviewed each proposal based on project-specific criteria, such as the firm's capability to perform the work, traffic engineering qualifications and experience, project team qualifications and relevant experience, references and cost proposal.

The evaluation committee short listed the top three most qualified firms and conducted interviews on November 16, 2012. The interview evaluation team consisted of Noe Negrete, Director of Public Works, Ed Norris, Deputy Director of Public Works for the City of Downey and Rene Guerrero, Assistant City Engineer for the City of Pico Rivera. After evaluating the proposals and conducting the interviews, the evaluation committee recommended Coory Engineering as the most qualified firm to provide traffic engineering services on an as-needed basis. Coory Engineering has on staff engineers that have the necessary experience in traffic related matters and have extensive local knowledge of our City.

Attached is a summary of the evaluation committee's rankings of the proposals and interviews (Attachment 1). As shown, Coory Engineering was the highest rated firm. The proposals submitted to the City, the evaluation and interview score sheets are on file in the Public Works Department.

#### FISCAL IMPACT

The cost to perform traffic engineering services is included in the budget for Fiscal Year 2012/2013.

Thaddeus McCormack  
City Manager

#### Attachment(s):

1. Evaluation of Proposals and Interview of Firms
2. Professional Services Agreement

Report Submitted By: Noe Negrete, Director  
Department of Public Works

Date of Report: November 29, 2012

**TRAFFIC ENGINEERING SERVICES  
SUMMARY SCORE SHEET**

**EVALUATION OF PROPOSALS**

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	1	2	3	TOTAL SCORE	
COORY ENGINEERING	94	93	81	268	89
WILLDAN ENGINEERING	77	72	88	237	79
MINAGAR & ASSOCIATES	91	67	77	235	78
ADVANTEC CONSULTING ENGINEERS	81	76	68	225	75
TRANSPORTATION & ENERGY SOLUTIONS, INC.	67	87	65	219	73
JM DIAZ, INC.	77	74	59	210	70
KOA CORPORATION	74	70	44	188	63

The evaluation criteria used for rating the proposals included experience and capability of the firm, project manager qualifications and relevant experience, project team qualifications and relevant experience, project understanding and approach, past experience and references, as well as pricing.

**INTERVIEW OF FIRMS**

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	1	2	3	TOTAL SCORE	
COORY ENGINEERING	91	92	89	272	91
MINAGAR & ASSOCIATES	83	88	77	248	83
WILLDAN ENGINEERING	68	83	71	222	74

The evaluation criteria used for rating the interviews included understanding of the scope of services, lead Traffic Engineer's experience as a City Traffic Engineer for municipalities, engineering design and construction experience, understanding of the development review process and review of traffic control plans, as well as experience working with other agencies in their traffic signal operations.

**CITY OF SANTA FE SPRINGS  
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of December, 2012 by and between the CITY OF SANTA FE SPRINGS (CITY), and Coory Engineering, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the attached proposal dated October 17, 2012 and shall organize, supervise, prepare and complete said SERVICES as set forth therein and as required as per the Request for Proposals issued on October 1, 2012.
2. The term of this Agreement shall commence on December 13, 2012 and end on December 12, 2014 unless the SERVICES are terminated as provided herein.
3. CITY shall compensate CONSULTANT for the SERVICES at the rates detailed in the Proposer's Pricing Form. CONSULTANT shall not receive additional compensation in excess of the referenced amounts unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. CONSULTANT hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.
7. CONSULTANT will be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
8. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence; and
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT; and
- c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT signature	Date
Name (Print): _____	
Title: _____	
Company Name: _____	
Corporation___ Sole Proprietor___ Partnership___ LLC___	
SSN or Tax ID#: _____	
Address: _____	
City, State, Zip: _____	
Telephone: _____	

Director of Public Works	Date
--------------------------	------

City of Santa Fe Springs  
 11710 Telegraph Road  
 Santa Fe Springs, CA 90670  
 (562) 868-0511



**NEW BUSINESS**

Purchase of Five (5) X Series Manual Monitor/Defibrillators and Related Support Equipment

**RECOMMENDATION**

That the City Council approve the purchase of five (5) Zoll X Series Manual Monitors/Defibrillators and related support equipment from Zoll Medical Corporation in the amount of \$182,698.61.

**BACKGROUND**

The Santa Fe Springs Department of Fire-Rescue is the provider of Advanced Life Support (ALS) and Basic Life Support (BLS) services authorized by the Los Angeles County Department of Health Services. As an ALS/BLS provider, the Department is required to maintain a minimum inventory of support equipment to include a defibrillator with oscilloscope to be carried on the paramedic squad and an automatic external defibrillator to be carried on each engine/truck company. Defibrillation is a common treatment in the field for life-threatening cardiac dysrhythmias. The oscilloscope allows for interpretation by paramedics for the proper treatment and transportation of patients to a specialized facility, such as a catheterization lab.

Currently the Department of Fire-Rescue's inventory consists of LifePak-500 (BLS) automatic external defibrillators carried on each engine/truck company including reserve engines, hazmat, and USAR apparatus. The equipment was purchased in 2003 and is not currently supported by the vendor for repairs and/or replacement parts due to the age of the units. Additionally, the Department utilizes LifePak-12 defibrillators carried on each engine/truck company and paramedic squad. These ALS defibrillators were purchased in 2005 and are nearing the end of their service life. Until recently, these monitors were under a service contract at a cost of approximately \$9,000 per year for maintenance and repair.

**PROPOSED EQUIPMENT**

The proposed Zoll X Series Manual Monitor/Defibrillator is a dual function monitor allowing it to be used as both a defibrillator (ALS) and an automatic external defibrillator (BLS), significantly reducing the total inventory needed throughout the department. Only five additional units are necessary at this time as two of the total seven defibrillators necessary were recently purchased through the State Homeland Security Grant Program (SHSGP). This specific dual function equipment is becoming a common choice in the region. Its selection allows for greater interoperability with surrounding area agencies, such as Los Angeles County and City of Downey Fire Departments, who already utilize Zoll equipment.



Other advanced capabilities of the Zoll monitor include:

- Integrated Wi-Fi, Bluetooth, and USB capabilities for data upload and cell modem communication.
- Ability to transmit 12 Lead ECG transmittals to the hospital improving patient care and false activations of the hospital's catheterization lab.
- Measures the quality of CPR delivered by EMS personnel regarding depth and rates of compressions while minimizing interruptions and increasing the patient's chances of survival.
- Integrates with Electronic Patient Confidentiality Recording (EPCR).
- Non-invasive carbon monoxide monitoring capability that is compliant with NFPA 1584 for firefighter rehabilitation.

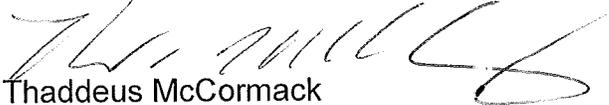
### **FISCAL IMPACT**

Currently, Zoll Medical Corporation is the sole provider of the X Series manual combination monitor/defibrillator. The enclosed pricing reflects contract amounts negotiated through the National Purchasing Partners (NPP), one of the nation's largest group purchasing organizations. The procurement of the five (5) defibrillators is currently budgeted in next year's (FY 2015-16) "Non-Recurring" account. The recommended equipment purchase, whether in the current year or next year, has no General Fund impact.

The purchase is budgeted using Equipment Replacement Fund monies that the City Council set aside in the FY 2013-14 Final Budget, by "pre-funding" \$1,194,500 in vehicle and equipment purchases to be made during the current two-year budget.

Zoll Medical Corporation's pricing quote reflects a manufacturer's trade-in credit of \$8,496.30 for each of the department's five Lifepak-12 units and a trade-in credit of \$100.00 for each of the ten LifePak-500 units being replaced, reflecting a total credit of \$43,481.50.

The manufacturer's trade-in credit offer for the LifePak-12 units will expire March 31, 2015. After this date the trade-in value will be reduced to \$3,500 each, lowering the total credit to \$18,500. Therefore, the recommendation to move the purchase to Fiscal Year 2014-15 is intended to maximize the trade-in credit by \$24,981.50 (43,481.50 vs. \$18,500). The higher trade-in credit is already reflected in the pricing. Lastly, the new monitors will be under warranty for five (5) years, thus eliminating the need to fund the current service contract of approximately \$9,000 per year.

  
Thaddeus McCormack  
City Manager

### **Attachments:**

Zoll Medical Quote

Zoll Sole Source Confirmation Letter



**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**TO: Santa Fe Springs Fire Department**

11736 Telegraph Road  
 Santa Fe Springs, CA 90607

Attn: **Captain Mike Beeghly**

**QUOTATION 181650 V:2**

DATE: January 20, 2015

TERMS: Net 90 Days

FOB: Shipping Point

FREIGHT: Free Freight

email: [MikeBeeghly@santafesprings.org](mailto:MikeBeeghly@santafesprings.org)

Tel: 562-818-1250

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	<p><b>X Series Manual Monitor/Defibrillator \$14,995</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer,            comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.  <b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• Six (6) foot 3- Lead ECG cable</li> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-Ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack \$ 995</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)            • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology: \$2,550</b></p> <p><b>Masimo Pulse Oximetry</b></p>	5	\$41,015.00	\$33,632.30	\$168,161.50 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 1 Subtotal \$168,161.50**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Bryan Pank  
 Sr. EMS Account Executive  
 617-901-6565



**ZOLL Medical Corporation**

Worldwide Headquarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**TO: Santa Fe Springs Fire Department**

11736 Telegraph Road  
 Santa Fe Springs, CA 90607

Attn: **Captain Mike Beeghly**

**QUOTATION 181650 V:2**

DATE: January 20, 2015

TERMS: Net 90 Days

FOB: Shipping Point

FREIGHT: Free Freight

email: [MikeBeeghly@santafesprings.org](mailto:MikeBeeghly@santafesprings.org)  
 Tel: 562-818-1250

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>SP02&amp; SpCO \$4,540</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet) <b>NIBP Welch Allyn includes: \$3,495</b> • Smartcuff 10 foot Dual Lumen hose • SuroBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Oridion Microstream Technology: \$4,995</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set  <b>Two Temperature monitoring channels with digital displays: \$ 995</b> Order Temperature probes separately				
2	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	5	\$49.95	\$40.96	\$204.80 *
3	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	5	\$225.00	\$168.75	\$843.75 *
4	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	5	\$495.00	\$340.31	\$1,701.55 *
5	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	4	\$2,583.00	\$2,195.55	\$8,782.20 *

Page 2 Subtotal **\$179,693.80**

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Attn: **Captain Mike Beeghly**

email: [MikeBeeghly@santafesprings.org](mailto:MikeBeeghly@santafesprings.org)  
 Tel: 662-818-1250

**QUOTATION 181650 V:2**

DATE: January 20, 2015

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FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8000-0580-01	Six hour rechargeable Smart battery	10	\$495.00	\$420.75	\$4,207.50	*
7	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	1	\$275.00	\$233.75	\$233.75	*
8	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	1	\$355.00	\$301.75	\$301.75	*
9	8900-0400	CPR stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	2	\$560.00	\$420.00	\$840.00	*
10	8900-3000-01	pedi-padz Solid Gel Multi-Function Electrodes - 6 pair/case	1	\$249.00	\$186.75	\$186.75	*
11	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	5	\$157.50	\$133.88	\$669.40	*
12	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	5	\$24.00	\$19.68	\$98.40	*
13	8000-0670	YSI reusable adult Skin Temperature probe	5	\$75.00	\$56.25	\$281.25	*
14	8000-0671	YSI reusable pediatric Skin Temperature probe	5	\$75.00	\$56.25	\$281.25	*
15	8000-0668	YSI reusable adult Esophageal Rectal Temperature probe	5	\$55.00	\$41.25	\$206.25	*

**Page 3 Subtotal \$187,000.10**

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**QUOTATION 181650 V:2**

DATE: January 20, 2015

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
16		Estimated Sales Tax 9%				\$16,830.01
17	8778-0107	4 Year Extended Warranty At Time of Equipment Sale (Depot).	5	\$3,550.00	\$3,550.00	\$17,750.00
18	8778-0117	4 Year, 1 Preventative Maintenance (at time of equipment sale)	5	\$920.00	\$920.00	\$4,600.00
19	7800-0312	LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In	5		(\$8,496.30)	(\$42,481.50) **
20	7800-0136	Physio LifePak 500M Trade-In	10		(\$100.00)	(\$1,000.00) **
Special Payment Terms: Net 90 days						
**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.						
*Reflects National Purchasing Partners (NPP) Contract Pricing.						
<b>TOTAL</b>						<b>\$182,698.61</b>

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Bryan Pank  
 Sr. EMS Account Executive  
 617-901-6565

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver, change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes and any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the property of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

**18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

# ZOLL

269 Mill Road  
Chelmsford, MA 01824-4100  
278-421-7000 (local)  
278-421-0000 (toll)  
www.zoll.com

March 2, 2015

Santa Fe Springs Fire Department  
Attn: Captain Mike Beeghly  
11736 Telegraph Road  
Santa Fe Springs, CA 90607

Dear Captain Beeghly:

We appreciate your selection of ZOLL® products for Santa Fe Springs Fire Department. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Bryan Pank, Sr. EMS Account Executive, will not sell an X Series® Defibrillator to Santa Fe Springs Fire Department through any vendor or dealer.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9514.

Sincerely,



Heidi Eckhardt  
Contracts Specialist



**NEW BUSINESS**

Request for Out-of-State Travel for Fire Captain Jay Joiner to Attend the Technical Emergency Response Training for Chemical, Biological, Radiological, Nuclear, or Explosive (CBRNE) Incidents

**RECOMMENDATION**

That the City Council approve out-of-state travel for Fire Captain Jay Joiner to attend the Technical Emergency Response Training for CBRNE Incidents in Anniston, Alabama, from April 7-10, 2015.

**BACKGROUND**

Fire Captain Jay Joiner currently oversees the Santa Fe Springs Type I Hazardous Materials Team. This includes program management, policy implementation and development, equipment evaluation, and training. This four-day course is provided at no cost by FEMA and the Center for Domestic Preparedness and will provide Captain Joiner the opportunity to receive the latest training and information on the fight against terrorism. Captain Joiner will update and train the members of the Hazardous Materials Team upon his return to duty.

FEMA's Center for Domestic Preparedness (CDP), located in Anniston, Alabama, is the United States Department of Homeland Security's (DHS) only federally chartered Weapons of Mass Destruction (WMD) training center.

The Technical Emergency Response Training for CBRNE Incidents course is a four-day training course, which provides responders with Chemical, Biological, Radiological, Nuclear, or Explosive (CBRNE) specific incidents and all hazards response skills enabling them to respond safely to either type of event. This course presents information regarding immediate response actions associated with life safety, preservation of property, restoration of an incident site, as well as information related to the identification of CBRNE hazards. This course concludes with the performance of acquired skills and tasks in a toxic environment (chemical and biological materials) at the Chemical, Ordnance, Biological, and Radiological Training Facility (COBRATF).



Below are some of the critical skill sets provided during this training program:

- Identify potential targets for a CBRNE attack.
- Describe the wide-ranging implications of biological agents when used as weapons.
- Describe the threats associated with chemical weapons and the proper response to a chemical hazard incident.
- Identify radiological sources and hazards.
- Operate various chemical, biological, radiological, and nuclear dissemination devices.
- Evaluate a hazardous area using various monitoring and sampling tools.
- Perform mass casualty triage and evacuation operations at a CBRNE/all-hazards mass casualty incident.
- Perform mass casualty decontamination operations in response to a CBRNE incident.
- Initiate preliminary stages for implementation of the Incident Command System by emergency responders.

**FISCAL IMPACT**

There will be no cost to the City to attend this training. Training at the Center for Domestic Preparedness (CDP) campus is federally-funded, the Department of Homeland Security funds the students' travel, lodging, and meals.



Thaddeus McCormack  
City Manager



**NEW BUSINESS**

Lease Agreement Between the City of Santa Fe Springs and The Whole Child (TWC) for Use of Modular Building Located at the Gus Velasco Neighborhood Center

**RECOMMENDATION**

That the City Council: 1). Approve a three (3) year lease agreement between the City of Santa Fe Springs and The Whole Child for use of modular building located at the Gus Velasco Neighborhood Center; and 2). In lieu of rent payment, The Whole Child will provide services to the Santa Fe Springs community, in the form of case management for family housing and mental health services.

**BACKGROUND**

Families experiencing homelessness are, as a whole, similar to other very low-income families. They face a range of obstacles such as low educational level, sporadic work histories, domestic violence, health conditions, and mental health issues. Despite these broad similarities, some trends are more prevalent in families experiencing homelessness. Recent data from the Department of Housing and Urban Development (HUD) indicates that approximately 80 percent of families experiencing homelessness are headed by a single mother.

At The Whole Child (TWC), approximately 90 percent of families experiencing homelessness are headed by a single mother. The average age of the mothers is younger than that of low-income mothers in general, and families that experience homelessness, on average, include younger children. We also know that domestic violence is a common cause contributing factor to the loss of housing for many families. The occurrence of domestic violence among women experiencing homelessness is reported as over 60 percent. Research has identified a strong correlation between childhood adversity and adults in families later experiencing homelessness.

The Whole Child's Family Housing Program is one of the only agencies serving Southeastern Los Angeles County - Service Planning Area 7 with the expertise to address the multiple, complex needs of homeless families. Currently, TWC assists a total of 185 families with rental assistance and supportive services for 3-9 months utilizing the "housing first" model.

Family Housing Program's goal is to end homelessness by stabilizing families with subsidized community-based housing and with the appropriate intensive case management, counseling, life skills education, and connections to social services needed for long-term success in permanent housing retention. To achieve this goal, a multi-pronged approach to addressing family homelessness is utilized and focuses on four key areas of action: (1) a coordinated entry system; (2) housing intervention strategies tailored to needs of individual families; (3) linkages to local mainstream



# City of Santa Fe Springs

City Council Meeting

March 26, 2015

support systems; and (4) utilization of evidenced-based practices. A Community-Based "Scattered" Site Model involving several "clusters" of apartments and scattered apartments throughout Southeastern Los Angeles County (SPA 7) to end homelessness will be utilized. Families are placed in studio, one- or two-bedroom units depending on the family's size and income. Placing families within their communities achieves greater permanent housing retention by allowing them to remain close to family, schools, child care, and other familiar resources. Families are typically placed within one mile (and often less than 0.25 miles) of licensed child care facilities, hospitals, and community health clinics. This strategy contributed to an 85 percent retention rate in FY 2014/2015.

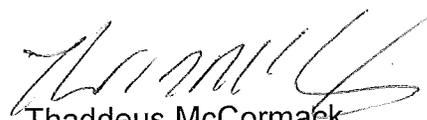
TWC provides master-leasing rental assistance for 3-9 months, including the security deposit, first and last month's rents, and monthly rent. Families must pay 30 percent of their income toward rent, but TWC will often waive the first month if the family is unable to pay. TWC underwrites 70 percent of rent through funds from HUD, LAHSA, First 5 LA, cities, and private foundations. On average, families pay \$285 per month for housing. TWC spends approximately \$3,000 per family over a 6-month timeframe. Families at risk of homelessness will receive one month of rental arrears to prevent eviction.

As the demand for resources continues with the influx of homelessness, this is an opportunity for the Santa Fe Springs community to expand and further implement effective housing-crisis response systems. Staff is recommending that the City enter into a three (3) year lease agreement with TWC for use of the vacant modular building adjacent to the Gus Velasco Neighborhood Center. In lieu of rent payment, TWC agrees to provide services to the Santa Fe Springs community in the form of case management for family housing and mental health services. TWC will be responsible for the modular building repairs, alterations, improvements, signage, and utilities with the consent of the City hereunder the attached lease agreement.

The Mayor may wish to call upon Ed Ramirez, Community Services Supervisor, to introduce Charlene Dimas-Peinado, CEO of The Whole Child, to provide a brief presentation of the Family Housing Program.

## **INFRASTRUCTURE IMPACT**

The City will provide in-kind services in the form of rental costs associated with the Family Housing Program's operation.

  
Thaddeus McCormack  
City Manager

Attachment:  
Lease Agreement

**Lease Agreement**

This Lease Agreement ("Lease") is made and effective April 1, 2015, by and between the City of Santa Fe Springs, a municipal corporation ("Landlord") and The Whole Child, a nonprofit organization ("Tenant").

Landlord is the owner of that certain modular unit located at 9251 Pioneer Boulevard, Santa Fe Springs, CA 90670 (the "Leased Premises").

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" of three years, beginning on April 1, 2015.

Notwithstanding such Term, either party may terminate this Lease at any time during the Term, without cause, by giving 90 days' notice of termination to the other party.

Any holding over after the Term of this Lease expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

**2. Rent.**

In lieu of paying rent, Tenant agrees to provide services to the Santa Fe Springs community, in the form of case management for family housing and mental health services.

**3. Use.**

The premises are for sole use as a facility for the provision of case management for family housing and mental health services. No other use is permitted without the Landlord's prior written consent. Tenant must abide by all applicable laws and regulations affecting use of the Leased Premises.

**4. Sublease and Assignment.**

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part.

**5. Repairs.**

During the Lease Term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

**6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. Tenant also shall be responsible for any modifications that may be necessary in order for Tenant's use of the Leased Premises to be in compliance with the requirements of the Americans With Disabilities Act. Any and all alterations to the Leased Premises must be made in a

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

workmanlike manner. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease Term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord, and shall be removed from the premises by the Tenant at the expiration of the term of the lease, unless otherwise agreed upon by both Tenant and Landlord in writing. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense.

**7. Property or Use Taxes.**

Landlord, as a public entity, is exempt from paying property taxes on the Leased Premises. In the event that there are any property or use taxes payable due to Tenant's use of the Leased Premises, then Tenant shall pay such taxes. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**8. Insurance.**

**A.** Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

**B.** Tenant shall, at its own expense, obtain and maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of Tenant at the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises.

**C.** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause.

**9. Indemnity.**

Tenant agrees that Landlord shall not be liable for any loss, damage or injury to Tenant, or any other person, or to any property, occurring on the Leased Premises or any part thereof due to the tenancy, use or occupancy thereof by Tenant or anyone acting on Tenant's behalf or on the Leased Premises relating to the Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims for loss, damages or injury, no matter how caused, except for those losses, damages or injuries caused by the sole negligence or sole willful misconduct of the Landlord. Tenant further agrees, at its sole expense and with legal counsel agreeable to and approved by Landlord, to defend Landlord from any and all claims for loss, damages or injury, whether to persons, property or other, arising from Tenants use and/or occupancy of the Lease Premises. The duty to defend Landlord is separate and distinct from the duty to indemnify and arises immediately upon the written demand from the Landlord to the Tenant requesting the Tenant defend the Landlord against a claim. As used herein, "claim" includes both litigated and non-litigated matters wherein a person or entity seeks damages in law or equity.

**10. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone, security and fire alarm, custodial services and other services and utilities used by Tenant on the Leased Premises during the term of this

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Lease unless otherwise expressly agreed in writing by Landlord. Landlord shall provide landscaping maintenance to include trees, planters, flower beds, and grass areas. Tenant acknowledges that the Leased Premises are designed to provide standard office use for electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring.

**11. Signs.**

Following Landlord's written consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**12. Entry.**

Landlord shall have the right to enter the Leased Premises at reasonable hours to inspect the same or provide reasonable agreed upon services, provided Landlord shall not thereby unreasonably interfere with Tenant's business at the Leased Premises. Landlord shall endeavor to give Tenant forty-eight (48) hours notice of the intent to enter the Leased Premises, but absent an emergency or exigent circumstance, shall give the Tenant at least twenty-four (24) hours notice of intent to enter.

**13. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord of the non-reserved common automobile parking areas, driveways, and footways of the Gus Velasco Neighborhood Center, subject to such rules and regulations for the use thereof as may be prescribed from time to time by Landlord.

**14. Default.**

If default shall at any time be made by Tenant for any reasons, and if said default shall continue for 15 days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for 15 days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**15. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:           City of Santa Fe Springs  
  Attention: City Clerk  
  11710 Telegraph Road  
  Santa Fe Springs, CA 90670

If to Tenant to:             The Whole Child  
  10155 Colima Road  
  Whittier, CA 90603

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**16. Brokers.**

Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**17. Waiver.**

The waiver of any breach of any term, condition and/or obligation under this Lease shall not be construed as a continuing waiver of the same breach or a waiver if any subsequent breach.

**18. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**19. Final Agreement.**

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof by and between Landlord and Tenant. This Lease may be modified only by a further writing that is duly executed by both parties.

**20. Governing Law.**

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of California.

**IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.**

The Whole Child

By: \_\_\_\_\_

(Print Name) \_\_\_\_\_

City of Santa Fe Springs

By: \_\_\_\_\_

Laurie Rios, Mayor

Approved as to form:

By: \_\_\_\_\_

Steven Skolnik, City Attorney

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

Tenant's Initials (\_\_\_\_)(\_\_\_\_)



**NEW BUSINESS**

Engineering Services for Sidewalk Evaluation and Analysis - Authorization to Advertise (Request for Proposals)

**RECOMMENDATION**

That the City Council authorize the City Engineer to advertise for the Request for Proposals for the Sidewalk Evaluation and Analysis Project.

**BACKGROUND**

The City of Santa Fe Springs is seeking Proposals from qualified firms (Consultant) to provide engineering services for sidewalk inspection of the City's entire sidewalk system, development of recommendations to remedy tripping hazards and non-ADA compliant sidewalks, preparation of a summary report including construction cost estimates, and incorporation of the evaluation results and recommendations into the City's existing GIS system. The Consultant selected by the City shall have extensive experience and familiarity with the maintenance and repair of local sidewalks. The selected Consultant will be responsible for providing data that is compatible with the City's existing XY-Maps GIS-based system.

At the July 10, 2014 meeting, the City Council approved a Citywide Sidewalk Study. The Request for Proposal documents have been completed, and the Public Works Department is ready to advertise this project upon City Council approval. A copy of the Request for Proposal is on file with the City Clerk and is available for public review.

The proposed schedule for the Engineering Services Sidewalk Evaluation and Analysis Project is:

03/26/2015	City Council Authorizes to Advertise Request for Proposal
04/02/2015	Request for Proposal Released
05/13/2015	Deadline to Receive Proposals
07/09/2015	City Council Awards Contract
08/03/2015	Notice to Proceed
10/28/2015	Sidewalk Evaluation and Analysis Project Complete

**FISCAL IMPACT**

The total estimated cost of the Engineering Services Sidewalk Evaluation and Analysis Project is approximately \$50,000 and is funded by the Capital Improvement Plan (CIP) Bond Funds.

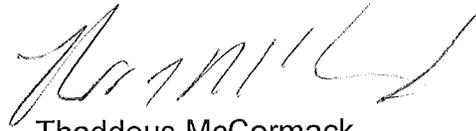
Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 19, 2015

**INFRASTRUCTURE IMPACT**

The project's summary report will recommend a listing of non-ADA compliant sidewalks and mitigation measures.



Thaddeus McCormack  
City Manager

Attachment:  
Request for Proposals

# **REQUEST FOR PROPOSALS**

## **INSTRUCTIONS TO PROPOSERS**

### **ENGINEERING SERVICES FOR SIDEWALK EVALUATION AND ANALYSIS**

#### **1. PROJECT DESCRIPTION**

The City of Santa Fe Springs ("City") is seeking Proposals from qualified firms (Consultant) to provide engineering services for sidewalk inspection of the City's entire sidewalk system, development of recommendations to remedy tripping hazards and non-ADA compliant sidewalks, preparation of a summary report including construction cost estimates, and incorporation of the evaluation results and recommendations into the City's existing GIS system. The Consultant selected by the City shall have extensive experience and familiarity with the maintenance and repair of local sidewalks. The selected Consultant will be responsible for providing data that is compatible with the City's existing XY-Maps GIS-based system.

Proposers are asked to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposal (RFP). Failure to comply with the requirements identified in the RFP may render a Proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

#### **2. PROPOSAL TIMELINE**

<b><u>DESCRIPTION</u></b>	<b><u>DATE/TIME</u></b>
Request for Proposals Released	April 2, 2015
Deadline to Submit Questions	May 6, 2015 at 4:00 p.m.
Deadline to Receive Proposals	May 13, 2015 at 3:00 p.m.
Contract Award	July 9, 2015
Notice to Proceed	August 3, 2015

The City reserves the right to modify any element of the timeline should that become necessary.

#### **3. PRE-SUBMITTAL MEETING**

No Pre-Submittal Meeting has been scheduled for this project.

#### **4. SUBMISSION OF PROPOSALS**

To be considered, the Proposals must be received by the Department of Public Works Engineering Division, City of Santa Fe Springs, by 3:00 p.m. on Wednesday, May 13, 2015.

Consultants must submit six (6) copies of their Proposal labeled “**Proposal for Engineering Services for Sidewalk Inspection and Repair Report**” to:

**Noe Negrete, Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3658**

The firm’s name and address shall be clearly marked on the outside of the envelope. Proposals, and amendments to Proposals, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened. The RFP can be downloaded from the City website. Faxed or emailed Proposals will not be accepted nor will the City entertain any sales calls or presentations during the RFP process.

5. **DISSEMINATION OF RFP INFORMATION**

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals (“RFP”), or other material related to this solicitation. It is the responsibility of the Consultant to check the City website regularly during the solicitation period for updated information. **By submitting a Proposal, Consultants are deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

In the event information cannot be downloaded from the City website, Consultants should contact the Engineering Division, at (562) 409-7540 to request copies of the information they are unable to obtain through the City website.

6. **ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document that they are aware of all addenda issued, if any, by the City in their Proposal.

7. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. Contact Person for the Project

All questions or contact regarding this RFP must be directed to Mr. Robert Garcia, who can be reached at [robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org).

B. Clarifications of the RFP

Consultants are encouraged to promptly notify Mr. Garcia of any apparent errors or inconsistencies in the RFP. Should a Consultant require clarifications to this RFP, the Consultant shall notify the City in writing in accordance with Subsection “A” above. Should it be found that the point in question is not clearly and fully set

forth in the RFP, a written addendum clarifying the matter will be issued and posted on the City website at [www.santafesprings.org/cityhall/public\\_works/results/default.asp](http://www.santafesprings.org/cityhall/public_works/results/default.asp); “Request for Proposals”.

C. Submitting Requests

**All questions must be submitted to the City by 4:00 p.m. on Wednesday, May 6, 2015.** The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via email to [robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org) as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be posted to website on or before 5:00 p.m. on May 7, 2015.

8. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-Contractual expenses incurred by any Consultant who elects to submit a Proposal in response to this RFP or by any Consultant that is selected. Pre-Contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

9. **SCOPE OF WORK**

The City of Santa Fe Springs currently does not have a City-wide evaluation of the existing public sidewalks. It is the City’s intent through this RFP to develop a visual sidewalk evaluation of the entire public sidewalk system, development of recommendations to remedy ADA deficiencies and tripping hazards, and preparation of a report that will be used as a planning and budget document for future sidewalk repair projects. No geotechnical testing is necessary for this project.

The scope of required services shall include, but not be limited to, the following tasks:

### **Task 1 – Kick-off Meeting and Progress Meetings**

Attend kick-off meeting with City staff to discuss the sidewalk evaluation survey, the City's goal to budget and manage the repair of the City's sidewalk system, the content of the Final Report and project schedule. City to provide available information including any current sidewalk inventory, GIS records, and any other pertinent data.

Attend up to three (3) additional Team Meetings during the project which may include project status meeting, field meeting, and/or Final Report meeting.

### **Task 2 – Field Review/Sidewalk Evaluation**

Evaluate visually the sidewalk of the City's entire public roadway system, including for non-ADA compliant sidewalks. Identification of missing sidewalk segments is not included in this project. Each street will be evaluated and information will be collected as specified in Task 6 – GIS. The sidewalk evaluations shall include identification of the following:

1. Vertical displacement of the sidewalk by category below.
  - 1/4 inch to 1/2 inch
  - Greater than 1/2 inchFor areas where the displacement is greater than 1/2 inch, recommendations should be noted (tree root removal, sidewalk replacement, area of replacement, etc.).
2. Sensitive sidewalk locations – in the vicinity of schools, senior housing, high-use pedestrian areas;
3. Sidewalks with longitudinal slopes exceeding the prevailing longitudinal street slope by more than 5% (primarily due to sidewalk uplift);
4. Cracks of 1/2 inch or larger;
5. Holes of 1/2 inch or larger in depth and diameter;
6. Damage around traffic signals, utility poles and boxes and regulatory sign posts;
7. Brick or concrete improvements (tree wells, decorative walkways, etc.) that are not level with the adjacent sidewalk.
8. ADA deficiencies including type - lack of truncated domes, ramps that are too steep, etc.

All sidewalk locations with displacement of greater than 1/2 inch shall be spray painted for identification for future repairs and to identify the potential tripping hazard. Photographs will also be taken for each location where the vertical displacement is greater than 1/2 inch.

Data collection will be done in the field using a combination of written observation notes and information input into the ArcGIS Collector application for tablets or a third party software program. If third party software is used, the information will be converted back to ArcGIS shapefile format for the City's usage.

Information collected and noted shall consist of the following:

1. Description of the damage noted;
2. Preliminary recommendation to remedy damage, including potential cause of damage (tree roots, settlement, poor construction, etc.);
3. Size of any replacement sidewalk including curb, gutter or sidewalk as applicable;
4. Location (street name, address and State Plane coordinates)
5. Geo-located photos where required;
6. Additional comments as applicable.

### **Task 3 –Recommended Repairs**

Using the collected inspection data, a spreadsheet will be prepared summarizing the data identified above, preliminary recommendations and a list of remedies.

The following repair categories are anticipated:

1. Sidewalk grinding;
2. Sidewalk replacement, including approximate size, and if tree root removal or curb/gutter replacement is included;
3. Crack and hole filling;
4. ADA deficiencies, including specific recommendations to remedy deficiencies.

### **Task 4 – Preliminary Cost Estimates**

In conjunction with the recommendations identified above, develop preliminary cost estimates, including contingency. This information shall be included in the spreadsheet identified in Task 3 above.

### **Task 5 – Draft and Final Report**

A report summarizing the results of the sidewalk inspection and recommended sidewalk repairs shall be prepared. The report shall include exhibits showing the proposed sidewalk improvements color-coded for ADA, 1/2 inch or less and greater than 1/2 inch displacement.

The report shall address but not necessarily be limited to, the following topics:

- Executive summary
- Existing condition of sidewalks
- Proposed repairs, including construction costs
- Identification of repairs needed at critical locations
- Appendix

The draft report will be submitted to the City for review and comment. Upon receipt of comments, a “Draft” Final Report will be submitted to the City for final review and comment. Subsequently, 10 copies of the Final Report will be provided to the City in three ring binders with sections provided for the aforementioned topics, as well as a digital copy.

**Task 6 – GIS**

The City has a GIS system and will supply the consultant with parcels and aerial photogrammetry. Both data sets are dated 2011. The City does not have street centerline GIS data. The Consultant is expected to prepare their own source of street centerline data. The street centerline data used must be submitted to the City in shapefile format as part of the final project deliverables.

The City anticipates that the Consultant will use tablets or similar devices for the field data collection using GIS data collection software. It is anticipated that the data collected in the field will be done using heads up digitizing methods but capturing the coordinates that define any collected sidewalk data.

The data to be collected is identified in Task 2. A comment or note field should also be included so the field staff can enter any special notes or anomalies. The City staff may ask for additional data fields, but none have been defined at this time. The consultant will not be collecting any sidewalk data on State highways or County streets.

All data collected will be in a shapefile format. The Consultant will define the fields for each feature data set and get approval from the City staff before beginning the field data collection.

At the conclusion of the project, the Consultant will submit the GIS data to the City to be included in the City’s GIS. The Consultant will also submit the attribute data to the City in an Excel “xls” or “xlsx” format.

10. **PROJECT SCHEDULE/DELIVERABLES**

<b><u>TASK DESCRIPTION</u></b>	<b><u>DATE</u></b>
Notice to Proceed	August 3, 2015
Preliminary Report	October 5, 2015
Final Report	October 28, 2015

11. **CONFLICT OF INTEREST**

By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed Subconsultants, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed Subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Consultants, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current Contractual relationship with the City;

- Neither Consultant, nor any of its affiliates, proposed Subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Consultant, nor any of its affiliates, proposed Subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

12. **KEY PERSONNEL**

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the referenced projects. The Consultant must identify all proposed key personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

The City reserves the right to approve all key personnel individually for any and all projects authorized by the City as a result of this solicitation. After an agreement has been executed, the selected Consultant may not replace any key staff without written approval from the City. The City must approve replacement staff before a substitute person is assigned to a project. The City reserves the right to require the Consultant to replace a staff person assigned to the Contract should the City consider replacement to be for the good of the project. Replacement staff will be subject to the City's approval prior to assignment by Consultant.

13. **REQUIRED FORMAT FOR PROPOSALS**

The City is requiring all Proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used, however it will count as 2 sheets. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Front/back covers and dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written Proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written Proposal should be organized as described below. Each section of the written Proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. **Letter of Offer**

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Legal name of Consulting firm or individual, including name, corporate address and telephone number.
- Name, title, address, telephone number and email address of the individual who has the authority to negotiate with the City and to execute on behalf of the Consultant any agreement that may result from such negotiations and is the contact person for Consultant during the period of Proposal evaluation.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-Consultants or Subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide services in accordance with this RFP) complete the ADA Self-Evaluation and Transition Plan).
- Provide a list of similar projects that the firm has completed within the last five years including previous projects in which the Consultant and Subconsultants have worked together. Information on the completed projects should include project name and description, agency and client name along with the person to contact and telephone number, year completed, Contract fee, and the final project cost. Clearly identify previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Consultant to provide services as required in this RFP. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of “key” staff.
- An organizational chart.
- The identity of key personnel to perform work in the specified tasks, including major areas of the work. Include the person’s name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- A statement that key personnel will be available to the extent proposed for the duration of the project and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.
- A description of any potential work not included in the Consultant’s scope of services or which has not been identified in this RFP, which the Consultant feel is essential to the successful completion of the project. This would include additional services by the Consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.

D. Consultants and/or Subconsultants

The City desires to enter into a Contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City. If the Consultant plans on using Consultants and/or Subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all Consultants and/or Subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by Consultants and/or Subcontractors. Describe the Firm’s business and reporting relationship with any Consultants and/or Subcontractors. Include references and resumes for all third party Firms in your Proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of Consultants and/or Subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of

Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include:

- The Consultant's detailed approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.
- An explanation of the efforts that the firm would undertake to maintain effective communication with the City.

F. Client References

List the three (3) most-recent similar clients including name, address, contact person, phone number, and e-mail address. The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the Proposal and not withdrawn shall, upon receipt by City, become property of City.

I. Fee Proposal.

A. Fee Proposal shall be provided in a separately sealed envelope and shall comply with the following guidelines:

- Two copies of a Fee Proposal shall be submitted in a separately sealed envelope plainly labeled "Fee Proposal" with the name of the Consultant and project title "Engineering Services for Sidewalk Inspection and Repair Report". This information shall be presented in a manner that allows the City to understand the Fee and Schedule for each task and deliverable.
- The Schedule of Performance shall depict individual project tasks, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The Proposal shall include a breakdown of the estimated number of hours, by personnel category, needed to complete each task. In addition, the fee shall reflect all anticipated fee increases during the Contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- The terms and conditions for obtaining 'reimbursable costs' shall be identified in the Proposal.

14. **PROPOSAL EVALUATION PROCESS AND CRITERIA**

A. General

All Proposals will be evaluated based on the technical information and qualifications presented in the Proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing (Consultant fees) will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. Evaluation Criteria

Criteria for the evaluation of the Proposals may include but is not limited to the following:

- Completeness of Proposal.
- Consultant and key project team member's experience in performing similar work.
- Methodology and quality control.
- Consultant and key project team member's record in accomplishing work assignments for projects in the agreed upon timeframe.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Ability to provide continuity of personnel
- Ability to provide timely services
- Relevant project experience.
- Verification that Consultant can meet scheduled project dates
- Fee Proposal.

C. Evaluation Process

After evaluating all Proposals received, the City will rank the firms and a maximum of the three (3) most qualified firms will be invited to an interview with the City evaluation committee.

D. Interview

For the interview, the Consultant should have available the project manager and key project personnel to discuss the following:

- The major elements of the Proposal and be prepared to answer questions clarifying their Proposal.
- A description of previously related experience for key project team members. Work sample exhibits may also be used.
- The proposed project team.
- The proposed project schedule.

E. Final Selection

The final selection will be the Consultant which, as determined by the City, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received. The City also reserves the right to reject any and all Proposals, and accept or reject all or any part of any Proposal, as well as re-issue or modify the RFP.

15. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

16. INSURANCE REQUIREMENT

Prior to the start of Contract negotiations, the highest qualified Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the City.

The successful Consultant shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this Contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-Consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident.
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 (sample RFP \$2,000,000) per occurrence.
- All Certificates of Insurance of any kind shall name the City of Santa Fe Springs as additional insured with respect to the performance by the Consultant and all sub-Consultants. The City will accept only Additional Insured (Form B),

CF2010, with an edition prior to 1993, unless approved otherwise by the City Attorney.

17. **BASIS FOR AWARD OF CONTRACT**

A. **General Basis**

The City intends to select the Consultant on the basis of fair and competitive negotiations, demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the Contract is to be awarded to the Consultant whose Proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the Proposal submitted by Consultant shall be incorporated as part of the final Contract accordingly.

B. **Negotiations**

Negotiations regarding a fair and reasonable price will begin after selection of the Preferred Consultant has been approved by the Director of Public Works. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest technically qualified Consultant, City shall enter into negotiations with the next highest qualified Consultant and may award that Contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, City shall enter into negotiations with the next highest qualified Consultant in sequence until an agreement is reached.

C. **Agreement**

A professional services agreement shall be signed by the Consultant prior to a Notice to Proceed being issued. No change in scope of Consultant services will be permitted without mutual written approval by the City and Consultant.

18. **TERMS OF AGREEMENT**

It is the City's intent to enter into a "not to exceed" Professional Services Agreement with the selected Consultant.

Consultant will be compensated on the basis of a fixed-fee Contract with a final not-to-exceed cost to be negotiated following selection of a Preferred Consultant. Progress payments to the Consultant will be based on the percentage of individual work tasks that have been satisfactorily completed and accepted by the City. Under no circumstances will the Consultant be paid more than 90% of the total project fee or the fee for any specific task until the final report has been approved by the City Engineer of the City of Santa Fe Springs.

19. **RIGHTS OF THE AGENCY**

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

- The right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in any Proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone Proposal openings for its own convenience.
- The right to request or obtain additional information about any and all Proposals.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written Contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- The City reserves the right to reject any or all Proposals or to make no award at all, to determine whether any alternate Proposals are equal to the specifications and general requirements, and to accept Proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a Contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Consultant and the City makes no representations that any Contract will be awarded to any Consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the Proposal evaluation. Submitted Proposals are not to be copyrighted.

Should a Contract be subsequently entered into between the City and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a SFS business license through the City's Finance and Administrative Services Department at the time the Contract is awarded.

20. **WAIVER OF PROPOSALS**

Proposals may be withdrawn by submitting written notice to the City's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the City.

21. **CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any Proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

22. **DISCLAIMERS**

This RFP is not a Contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any Proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



**NEW BUSINESS**

Engineering Services for Pavement Evaluation and Analysis - Authorization to Advertise (Request for Proposals)

**RECOMMENDATION**

That the City Council authorize the City Engineer to advertise for the Request for Proposals for the Pavement Evaluation and Analysis Project.

**BACKGROUND**

The City of Santa Fe Springs ("City") is seeking Proposals from qualified firms (Consultant) to provide engineering services for pavement evaluation of the City's entire roadway system, development of prioritized recommendations for the next 5 years, preparation of a summary report including construction cost estimates, and incorporation of the evaluation results and recommendations into the City's existing GIS system. The Consultant selected by the City shall have extensive experience and familiarity with the maintenance and repair of local roadways, including the various methodologies for pavement rehabilitation and reconstruction. The selected Consultant will be responsible for providing data that is compatible with the City's existing XY-Maps GIS-based system.

At the July 10, 2014 meeting, the City Council approved a Citywide Pavement Study. The Request for Proposal documents have been completed, and the Public Works Department is ready to advertise this project upon City Council approval. A copy of the Request for Proposals is on file with the City Clerk and is available for public review.

The proposed schedule for the Engineering Services for Pavement Evaluation and Analysis Project is:

- |            |   |
|------------|---|
| 03/26/2015 | City Council Authorizes to Advertise Request for Proposal |
| 04/02/2015 | Request for Proposal Released                             |
| 05/13/2015 | Deadline to Receive Proposals                             |
| 07/09/2015 | City Council Awards Contract                              |
| 08/03/2015 | Notice to Proceed   |
| 10/28/2015 | Pavement Evaluation and Analysis Project Complete         |

**FISCAL IMPACT**

The total estimated cost of the Engineering Services for Pavement Evaluation and Analysis Project is approximately \$50,000 and is funded by the Capital Improvement Plan (CIP) Bond Funds.

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 19, 2015

**INFRASTRUCTURE IMPACT**

The project's summary report will recommend a pavement rehabilitation priority listing.



Thaddeus McCormack  
City Manager

Attachment:  
Request for Proposals

# **REQUEST FOR PROPOSALS**

## **INSTRUCTIONS TO PROPOSERS**

### **ENGINEERING SERVICES FOR PAVEMENT EVALUATION AND ANALYSIS**

#### **1. PROJECT DESCRIPTION**

The City of Santa Fe Springs ("City") is seeking Proposals from qualified firms (Consultant) to provide engineering services for pavement evaluation of the City's entire roadway system, development of prioritized recommendations for the next 5 years, preparation of a summary report including construction cost estimates, and incorporation of the evaluation results and recommendations into the City's existing GIS system. The Consultant selected by the City shall have extensive experience and familiarity with the maintenance and repair of local roadways, including the various methodologies for pavement rehabilitation and reconstruction. The selected Consultant will be responsible for providing data that is compatible with the City's existing XY-Maps GIS-based system.

Proposers are asked to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposal (RFP). Failure to comply with the requirements identified in the RFP may render a Proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

#### **2. PROPOSAL TIMELINE**

<b><u>DESCRIPTION</u></b>	<b><u>DATE/TIME</u></b>
Request for Proposals Released	April 2, 2015
Deadline to Submit Questions	May 6, 2015 at 4:00 p.m.
Deadline to Receive Proposals	May 13, 2015 at 3:00 p.m.
Contract Award	July 9, 2015
Notice to Proceed	August 3, 2015

The City reserves the right to modify any element of the timeline should that become necessary.

#### **3. PRE-SUBMITTAL MEETING**

No Pre-Submittal Meeting has been scheduled for this project.

#### **4. SUBMISSION OF PROPOSALS**

To be considered, the Proposals must be received by the Department of Public Works Engineering Division, City of Santa Fe Springs, by 3:00 p.m. on Wednesday, May 13, 2015.

Consultants must submit six (6) copies of their Proposal labeled “**Proposal for Engineering Services for Pavement Evaluation and Analysis**” to:

**Noe Negrete, Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3658**

The firm’s name and address shall be clearly marked on the outside of the envelope. Proposals, and amendments to Proposals, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened. The RFP can be downloaded from the City website. Faxed or emailed Proposals will not be accepted nor will the City entertain any sales calls or presentations during the RFP process.

**5. DISSEMINATION OF RFP INFORMATION**

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals (“RFP”), or other material related to this solicitation. It is the responsibility of the Consultant to check the City website regularly during the solicitation period for updated information. **By submitting a Proposal, Consultants are deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

In the event information cannot be downloaded from the City website, Consultants should contact the Engineering Division, at (562) 409-7540 to request copies of the information they are unable to obtain through the City website.

**6. ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document that they are aware of all addenda issued, if any, by the City in their Proposal.

**7. QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. Contact Person for the Project

All questions or contact regarding this RFP must be directed to Mr. Robert Garcia, who can be reached at [robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org).

B. Clarifications of the RFP

Consultants are encouraged to promptly notify Mr. Garcia of any apparent errors or inconsistencies in the RFP. Should a Consultant require clarifications to this RFP, the Consultant shall notify the City in writing in accordance with Subsection

“A” above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued and posted on the City website at [www.santafesprings.org/cityhall/public\\_works/results/default.asp](http://www.santafesprings.org/cityhall/public_works/results/default.asp), “Request for Proposals”.

C. Submitting Requests

**All questions must be submitted to the City by 4:00 p.m. on Wednesday, May 6, 2015.** The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via email to [robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org) as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be posted to website on or before 5:00 p.m. on May 7, 2015.

8. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-Contractual expenses incurred by any Consultant who elects to submit a Proposal in response to this RFP or by any Consultant that is selected. Pre-Contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

9. **SCOPE OF WORK**

The City of Santa Fe Springs currently does not have a formal process established for prioritizing pavement repair projects. It is the City’s intent through this RFP to develop a visual pavement evaluation of the entire public roadway system, development of prioritized recommendations for the next 5 years, and preparation of a report that will be used as a planning and budget document for future roadway rehabilitation projects. For the purpose of this RFP, the term “rehabilitation” will be used to include the entire roadway maintenance spectrum from slurry seal to total reconstruction. No geotechnical testing is necessary for this project.

The scope of required services shall include, but not be limited to, the following tasks:

**Task 1 – Kick-off Meeting and Progress Meetings**

Attend kick-off meeting with City staff to discuss the pavement evaluation survey, the City's goal to budget and manage the rehabilitation of the City's roadway system, the content of the Final Report and project schedule. City to provide available information including any current pavement ratings, pavement rehabilitation projects constructed during the last 10 years, GIS records, and any other pertinent data.

Attend up to three (3) additional Team Meetings during the project which may include project status meeting, field meeting, and/or Final Report meeting.

**Task 2 – Field Review/Pavement Evaluation**

Evaluate visually the pavement of the City's entire roadway system, including concrete roadways and alleys. The City does not want a MicroPAVER analysis. Each street will be evaluated and information will be collected as specified in Task 5 – GIS. The pavement condition of every street shall be rated from 1 to 5 per the following description:

<u>Pavement Rating</u>	<u>Description</u>
1	good condition
2	fair to good condition
3	fair condition
4	fair to poor condition
5	poor condition

In addition to rating each street, arterial intersections that are in considerably worse condition than the adjacent street segment should be identified and rated separately. The City's intent is to identify those streets that need rehabilitation within the next 5 years, and to provide recommendations on the rehabilitation method – slurry seal, grind and overlay, spot reconstruction, total reconstruction, etc.

The City's roadway system is comprised of approximately 290 lane miles. The field review shall identify, at a minimum, the following pavement surface distresses, as well as the approximate length of the distresses:

- alligator cracking
- block cracking
- edge cracking
- longitudinal/transverse cracking
- patching/utility cut patching
- rutting

All observed data will be entered onto field data inspection forms, the content of which will be approved by the City prior to beginning the work.

### **Task 3 – Pavement Ranking & Development of 5-Year CIP Recommendations**

Based on the data that was collected in Task 2 above, the Consultant shall prioritize the rehabilitation of the City's roadway system within pavement rating categories 4 and 5. In addition to the prioritization of the streets, the Consultant shall recommend a proposed treatment strategy. This treatment strategy shall include estimating the construction cost for each roadway segment based on its pavement rating, roadway type (major arterial, secondary highway, industrial/collector, residential/collector) and cost effectiveness of the proposed rehabilitation approach.

A 5-year CIP shall be developed, assuming a total City budget of \$15 million for the 5 years. The CIP should include an annual inflation factor of 4% per year, as well as a reasonable percentage for design services, minor concrete improvements (curb, gutter, ramps, sidewalk) and contingencies.

### **Task 4 – Draft and Final Report**

A report summarizing the results of the existing pavement survey, pavement rehabilitation recommendations, and potential alternate pavement rehabilitation methods will be prepared. The report will include exhibits showing the proposed street improvements color-coded for each of the 5 years covered by the recommendations.

The report shall address but not necessarily be limited to, the following topics:

- Executive summary
- Existing condition of streets
- Proposed rehabilitation and maintenance strategies
- Streets selected for treatment and year of proposed treatment, including appropriate color exhibits
- Conclusions and Recommendations
- Appendix

The draft report will be submitted to the City for review and comment. Upon receipt of comments, a "Draft" Final Report will be submitted to the City for final review and comment. Subsequently, 10 copies of the Final Report will be provided to the City in three ring binders with sections provided for the aforementioned topics, as well as a digital copy.

### **Task 5 – GIS**

The City has a GIS system and will supply the consultant with parcels and aerial photogrammetry. Both data sets are dated 2011. The City does not have street centerline GIS data. The Consultant is expected to prepare their own source of street centerline data. The street centerline data used must be submitted to the City in shapefile format as part of the final project deliverables.

The City anticipates that the Consultant will use tablets or similar devices for the field data collection using GIS data collection software. It is anticipated that the data collected in the field will be done using heads up digitizing methods but capturing the coordinates that define any distress area.

Since the evaluation is a simple 1 to 5 value, the only data expected to be collected is in regards to the pavement service distresses and quantities for each distress along each segment of roadway. A comment or note field should also be included so the field staff can enter any special notes or anomalies. The City staff may ask for additional data fields, but none have been defined at this time.

A roadway segment is to be from intersection to intersection. Additionally intersection data will be collected separately from the street data. The consultant will not be collecting any data on State highways or County streets. Public right of way service roads and alleys owned by the City will be included in the evaluation.

All data collected will be in a shapefile format. The Consultant will define the fields for each feature data set and get approval from the City staff before beginning the field data collection.

At the conclusion of the project, the Consultant will submit the GIS data to the City to be included in the City's GIS. The Consultant will also submit the attribute data to the City in an Excel "xls" or "xlsx" format.

**10. PROJECT SCHEDULE/DELIVERABLES**

<u>TASK DESCRIPTION</u>	<u>DATE</u>
Notice to Proceed	August 3, 2015
Preliminary Report	October 5, 2015
Final Report	October 28, 2015

**11. CONFLICT OF INTEREST**

By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed Subconsultants, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed Subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Consultants, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current Contractual relationship with the City;
- Neither Consultant, nor any of its affiliates, proposed Subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Consultant, nor any of its affiliates, proposed Subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

**12. KEY PERSONNEL**

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the referenced projects. The Consultant must identify all proposed key personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

The City reserves the right to approve all key personnel individually for any and all projects authorized by the City as a result of this solicitation. After an agreement has been executed, the selected Consultant may not replace any key staff without written approval from the City. The City must approve replacement staff before a substitute person is assigned to a project. The City reserves the right to require the Consultant to replace a staff person assigned to the Contract should the City consider replacement to be for the good of the project. Replacement staff will be subject to the City's approval prior to assignment by Consultant.

**13. REQUIRED FORMAT FOR PROPOSALS**

The City is requiring all Proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used, however it will count as 2 sheets. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Front/back covers and dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written Proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written Proposal should be organized as described below. Each section of the written Proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

**A. Letter of Offer**

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Legal name of Consulting firm or individual, including name, corporate address and telephone number.
- Name, title, address, telephone number and email address of the individual who has the authority to negotiate with the City and to execute on behalf of the Consultant any agreement that may result from such negotiations and is the contact person for Consultant during the period of Proposal evaluation.
- Federal Tax ID or Social Security No. for firm or individual.

- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-Consultants or Subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide services in accordance with this RFP) complete the ADA Self-Evaluation and Transition Plan).
- Provide a list of similar projects that the firm has completed within the last five years including previous projects in which the Consultant and Subconsultants have worked together. Information on the completed projects should include project name and description, agency and client name along with the person to contact and telephone number, year completed, Contract fee, and the final project cost. Clearly identify previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Consultant to provide services as required in this RFP. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.

- An organizational chart.
- The identity of key personnel to perform work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- A statement that key personnel will be available to the extent proposed for the duration of the project and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.
- A description of any potential work not included in the Consultant's scope of services or which has not been identified in this RFP, which the Consultant feel is essential to the successful completion of the project. This would include additional services by the Consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.

D. Consultants and/or Subconsultants

The City desires to enter into a Contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City. If the Consultant plans on using Consultants and/or Subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all Consultants and/or Subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by Consultants and/or Subcontractors. Describe the Firm's business and reporting relationship with any Consultants and/or Subcontractors. Include references and resumes for all third party Firms in your Proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of Consultants and/or Subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include:

- The Consultant's detailed approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.
- An explanation of the efforts that the firm would undertake to maintain effective communication with the City.

F. Client References

List the three (3) most-recent similar clients including name, address, contact person, phone number, and e-mail address. The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the Proposal and not withdrawn shall, upon receipt by City, become property of City.

I. Fee Proposal.

A Fee Proposal shall be provided in a separately sealed envelope and shall comply with the following guidelines:

- Two copies of a Fee Proposal shall be submitted in a separately sealed envelope plainly labeled "Fee Proposal" with the name of the Consultant and project title "2015 Engineering Services for Pavement Evaluation and Analysis". This information shall be presented in a manner that allows the City to understand the Fee and Schedule for each task and deliverable.
- The Schedule of Performance shall depict individual project tasks, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The Proposal shall include a breakdown of the estimated number of hours, by personnel category, needed to complete each task. In addition, the fee shall reflect all anticipated fee increases during the Contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- The terms and conditions for obtaining 'reimbursable costs' shall be identified in the Proposal.

#### 14. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. General

All Proposals will be evaluated based on the technical information and qualifications presented in the Proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing (Consultant fees) will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. Evaluation Criteria

Criteria for the evaluation of the Proposals may include but is not limited to the following:

- Completeness of Proposal.
- Consultant and key project team member's experience in performing similar work.
- Methodology and quality control.
- Consultant and key project team member's record in accomplishing work assignments for projects in the agreed upon timeframe.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Ability to provide continuity of personnel
- Ability to provide timely services
- Relevant project experience.
- Verification that Consultant can meet scheduled project dates
- Fee Proposal.

C. Evaluation Process

After evaluating all Proposals received, the City will rank the firms and a maximum of the three (3) most qualified firms will be invited to an interview with the City evaluation committee.

D. Interview

For the interview, the Consultant should have available the project manager and key project personnel to discuss the following:

- The major elements of the Proposal and be prepared to answer questions clarifying their Proposal.
- A description of previously related experience for key project team members. Work sample exhibits may also be used.
- The proposed project team.
- The proposed project schedule.

E. Final Selection

The final selection will be the Consultant which, as determined by the City, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received. The City also reserves the right to reject any and all Proposals, and accept or reject all or any part of any Proposal, as well as re-issue or modify the RFP.

**15. EXCEPTIONS OR ADDITIONS**

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

**16. INSURANCE REQUIREMENT**

Prior to the start of Contract negotiations, the highest qualified Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the City.

The successful Consultant shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this Contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-Consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident.
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 (sample RFP \$2,000,000) per occurrence.
- All Certificates of Insurance of any kind shall name the City of Santa Fe Springs as additional insured with respect to the performance by the Consultant and all sub-Consultants. The City will accept only Additional Insured (Form B), CF2010, with an edition prior to 1993, unless approved otherwise by the City Attorney.

**17. BASIS FOR AWARD OF CONTRACT**

A. General Basis

The City intends to select the Consultant on the basis of fair and competitive negotiations, demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the Contract is to be awarded to the Consultant whose Proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the Proposal submitted by Consultant shall be incorporated as part of the final Contract accordingly.

B. Negotiations

Negotiations regarding a fair and reasonable price will begin after selection of the Preferred Consultant has been approved by the Director of Public Works. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest technically qualified Consultant, City shall enter into negotiations with the next highest qualified Consultant and may award that Contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, City shall enter into negotiations with the next highest qualified Consultant in sequence until an agreement is reached.

C. Agreement

A professional services agreement shall be signed by the Consultant prior to a Notice to Proceed being issued. No change in scope of Consultant services will be permitted without mutual written approval by the City and Consultant.

18. **TERMS OF AGREEMENT**

It is the City's intent to enter into a "not to exceed" Professional Services Agreement with the selected Consultant.

Consultant will be compensated on the basis of a fixed-fee Contract with a final not-to-exceed cost to be negotiated following selection of a Preferred Consultant. Progress payments to the Consultant will be based on the percentage of individual work tasks that have been satisfactorily completed and accepted by the City. Under no circumstances will the Consultant be paid more than 90% of the total project fee or the fee for any specific task until the final report has been approved by the City Engineer of the City of Santa Fe Springs.

19. **RIGHTS OF THE AGENCY**

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

- The right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in any Proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone Proposal openings for its own convenience.
- The right to request or obtain additional information about any and all Proposals.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written Contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- The City reserves the right to reject any or all Proposals or to make no award at all, to determine whether any alternate Proposals are equal to the specifications and general requirements, and to accept Proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a Contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Consultant and the City makes no representations that any Contract will be awarded to any Consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the Proposal evaluation. Submitted Proposals are not to be copyrighted.

Should a Contract be subsequently entered into between the City and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a SFS business license through the City's Finance and Administrative Services Department at the time the Contract is awarded.

**20. WAIVER OF PROPOSALS**

Proposals may be withdrawn by submitting written notice to the City's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the City.

**21. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any Proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

22. **DISCLAIMERS**

This RFP is not a Contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any Proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



**NEW BUSINESS**

**Fire Station No. 4 Roof Improvements (11736 Telegraph Road) – Final Payment**

**RECOMMENDATION**

That the City Council approve the Final Payment (less 5% Retention) to Rey-Crest Roofing & Waterproofing Co. of Los Angeles, California in the amount of \$57,413.04 for the subject project.

**BACKGROUND**

The City Council, at their meeting of December 18, 2014, awarded a contract to Rey-Crest Roofing & Waterproofing Co. of Los Angeles, California in the amount of \$135,211.96 for the above subject.

The Fire Station No. 4 Roof Improvements Project includes complete removal of the existing built-up roofing system (approximately 6,860 square feet), installation of new 60 mil Thermoplastic Tri-polymer Alloy (TPA) FB single ply roof system, remove and replace flashing and counterflashing, replace existing metal fascia, add gutter and downspouts, add two 24" diameter roof ventilator and other roofing appurtenances.

The following payment detail represent the Final Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$141,561.96. The final project cost including the construction, engineering, inspection, overhead, and contingency is within the budgeted amount of \$185,000.00.

**FISCAL IMPACT**

The project is funded through General Fund/Utility User's Tax Capital Improvements Plan.

  
Thaddeus McCormack  
City Manager

Attachment:  
Payment Detail

Payment Detail

Fire Station No. 4 Roof Improvements

Contractor: Rey-Crest Roofing & Waterproofing Co.  
3065 Verdugo Road  
Los Angeles, CA 90065

Final Payment \$ 57,413.04

Item No.	Description	Contract			Completed This Period		Completed to Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
<b>Contract Work</b>									
1.	Mobilization	1.00	L.S.		\$2,300.00	40%	\$920.00	100%	\$2,300.00
2.	Remove and dispose interfering portions Asbestos Containing Materials (ACM) at HVAC duct penetrations (roof mastic sealant).	1.00	L.S.		\$2,196.00	40%	\$878.40	100%	\$2,196.00
3.	Remove and dispose existing roofing system, insulation, roofing accessories, flashing at the walls and curbs, flashing at pipes/conduits/duct penetrations, flashing at screen walls and antennas supports, coping, metal flashings, pitch pockets, T-tops, gravity vents, wood sleepers, metal reglet counterflashing, identified equipments, debris and exposed the decking over all roof sections.	6,860.00	S.F.	\$1.40	\$9,604.00	40%	\$3,841.60	100%	\$9,604.00
4.	Furnish and install new 60 mil TPA FB Single Ply Roof System manufactured by Tremco or approved equal. Furnish and install 1/4" Dens-Deck roof board insulation, drip edge flashing, flashing at the walls, flashing to all pipes / conduits/duct penetrations, irregular penetrations, flashing at the screen walls and antennas supports. Furnish and install new T-tops, gravity vents and pelican hood. Furnish and install tapered insulation, preformed roof saddle and crickets for sloping to drain.	6,860.00	S.F.	\$14.87	\$102,008.20	40%	\$40,803.28	100%	\$102,008.20
5.	Furnish and install new coping with treated wood nailer.	192.00	L.F.	\$23.53	\$4,517.76	40%	\$1,807.10	100%	\$4,517.76
6.	Furnish and install new metal reglet counterflashing	145.00	L.F.	\$11.00	\$1,595.00	40%	\$638.00	100%	\$1,595.00
7.	Furnish and install curb flashing and 20 gauge galvanized sheet metal pan/counterflashing over the equipment/HVAC curb.	1.00	L.S.		\$400.00	40%	\$160.00	100%	\$400.00
8.	Furnish and install new sleeper for AC Unit sitting on the wood sleeper.	1.00	L.S.		\$150.00	40%	\$60.00	100%	\$150.00
9.	Furnish and install flashing at existing skylights.	4.00	EA.	\$200.00	\$800.00	40%	\$320.00	100%	\$800.00
10.	Demolish, dispose and re-build the existing equipment (exhaust fan/motor) platform to a minimum 8" high and furnish and install curb flashing and new 20 gauge galvanized sheet metal counterflashing.	1.00	L.S.		\$1,250.00	40%	\$500.00	100%	\$1,250.00

**Payment Detail**

Fire Station No. 4 Roof Improvements

Contractor: Rey-Crest Roofing & Waterproofing Co.  
3065 Verdugo Road  
Los Angeles, CA 90065

Final Payment \$ 57,413.04

Item No.	Description	Contract				Completed This Period		Completed to Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
11.	Furnish and install new rain hood, 22 gauge galvanized sheet metal counterflashing and curb flashing at an irregular/high temperature roof penetration.	1.00	L.S.		\$375.00	40%	\$150.00	100%	\$375.00
12.	Furnish and install rubber blocks with metal channel for pipe/conduits and duct support.	15.00	EA.	\$71.00	\$1,065.00	40%	\$426.00	100%	\$1,065.00
13.	Furnish and install roof ventilator complete with curb roof mounting base, roof curb, 2x wood blocking and flashing membrane.	2.00	EA.	\$2,600.00	\$5,200.00	70%	\$3,640.00	100%	\$5,200.00
14.	(D) Furnish and install 24 gauge metal gutter with kynar finish complete with downspouts at identified locations.	174.00	L.F.	\$22.50	\$3,915.00	40%	\$1,566.00	100%	\$3,915.00
15.	(D) Remove and dispose existing fascia cover and furnish and install new aluminum fascia cover painted with baked enamel coating process at identified locations	174.00	L.F.	\$14.00	\$2,436.00	40%	\$974.40	100%	\$2,436.00
<b>TOTAL</b>							<b>\$ 137,811.96</b>		<b>\$137,811.96</b>

Contract Change Order No. 1		Contract Change Order No. 2	
1.	Remove and dispose the existing metal screen wall down to the roof sheathing, including the cable bracing at the garage/apparatus area.	1	L.S. \$ - \$ 750.00 100% \$ 750.00
1.	Remove and replace the existing rotted wood blocks support for the screen wall and portion of fascia board.	1	L.S. \$ - \$ 3,000.00 100% \$ 3,000.00
<b>CONTRACT AMOUNT TO DATE</b>			<b>\$ 60,434.78</b>
			<b>\$ 141,561.96</b>

Total Completed Items to Date: \$ 141,561.96

**CONTRACT PAYMENTS:**

Total Items Completed to Date	\$ 141,561.96
Less 5% Retention	\$ 7,078.10
Less Invoice No. 1	\$ 77,070.82
<b>Final Payment</b>	<b>\$ 57,413.04</b>

Invoice Date	Invoice No.	Warrant Billing Period	
		Invoice Due Date	Invoice Pay Amount
2/12/2015	Invoice No. 1	2/17/2015	02/26/15 \$ 77,070.82
2/3/2015	Final	3/17/2015	03/26/15 \$ 57,413.04

Finance Please Pay:	\$57,413.04
Project Account:	454-397-C348-S002
Recommended by:	Daniel Reyes
Approved by:	<i>DR</i> 3/17/15



**NEW BUSINESS**

Authorize the Purchase of Three (3) Trucks from Downtown Ford Sales and Authorize the Disposal of Surplus Vehicles by Way of Public Auction

**RECOMMENDATION**

That the City Council: 1). Authorize the Director of Purchasing Services to purchase two (2) 2015 Ford F150 trucks and one (1) 2015 Ford F250 truck from Downtown Ford Sales utilizing the State of California Contract (No. 1-14-23-20A) and authorize a purchase order to be issued in the amount of \$99,259.85 for this transaction; and 2). Declare City Vehicle Units 467, 625, and 655 surplus property and authorize their disposal by way of public auction.

**BACKGROUND**

Replacement vehicles are budgeted annually for vehicles that have reached the end of their mileage and/or service use life cycle. The City Council approved in the FY 2014/15 Budget for three (3) replacement trucks to be used by the Public Works Maintenance Division.

The Director of Purchasing Services requests approval to authorize the purchase of three (3) trucks or "piggybacking" on an existing State of California Contract (No. 1-14-23-20A) from Downtown Ford Sales. This includes authorization to issue a purchase order in the amount of \$99,259.85. The State of California issued a contract to Downtown Ford Sales (among a select group of dealerships) based on a comprehensive procurement process for a range of vehicles. The contract is valid for use between February 2014 and February 2016. The quoted amounts include all taxes, fees, and delivery. Below is a summary of the recommended vehicle purchases:

Vehicle	Contract Price	Discount*	Net Cost
F250	\$35,166.67	\$500	\$34,666.67
F150 XLT	33,096.85	500	32,596.85
F150	30,996.33	500	30,496.33
Total	\$99,259.85	\$1,500	\$97,759.85

\*Applies if invoice is paid within twenty (20) days of delivery. Purchase order must be issued for contract price, with discount applied at time of City payment.



# City of Santa Fe Springs

City Council Meeting

March 26, 2015

The three (3) Units recommended for disposal by way of public auction are:

Unit	Year	Dept.	Make/Model	VIN#	Mileage
467	1996	PW	Ford F350	VIN# 1FTHF25H4TLA72415	108,000
625	2003	PW	Ford F150	VIN# 2FDPF17M43CA74235	105,000
655	2007	PW	Ford F150	VIN# 1FTPX12537FB08998	120,000

## FISCAL IMPACT

The City Council approved \$99,000.00 in the FY 2014-15 Budget for the acquisition of these trucks. The City will realize a \$1,500.00 savings by taking advantage of a contract payment terms discount of \$500.00 per vehicle for invoices paid within 20 days. Staff intends to realize the discount. Doing so would bring the total purchase to \$97,759.85 or \$1,240.15 below budget.

Proceeds from the sale of surplus trucks will be deposited into the vehicle acquisition and replacement activity where vehicle purchases are budgeted.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager

## Attachments:

- Downtown Ford Sales Contract Quotes
- State of California Pricing Sheets
- State of California Contract Notification

# QUOTATION

DOWNTOWN FORD SALES  
 525 N16th Street, Sacramento, CA. 95814  
 916-442-6931 fax 916-491-3138

DF021915935 R  
 REVISED 3 4 15

## QUOTATION

**Customer**

Name	SANTA FE SPRINGS	Date	2/19/2015
Address		REP	FORBESS
City	CA	Phone	
Phone		FOB	

Qty	Description	Unit Price	TOTAL
1	2015 FORD F250 SUPERCAB 4X2	\$21,913.00	\$21,913.00
1	40/20/40 CLOTH SEAT	\$294.00	\$294.00
1	BLUETOOTH FORD SYNC	\$601.00	\$601.00
1	DAYTIME RUNNING LIGHTS	\$42.00	\$42.00
2	EXTRA KEY WITH FOB	\$176.00	\$352.00
1	OVERHEAD MATERIAL RACK	\$1,295.00	\$1,295.00
1	SPRAY IN BEDLINER	\$579.00	\$579.00
1	UPFITTER SWITCHES	\$118.00	\$118.00
1	ROYAL 40/VO/98 UTILITY BODY	\$4,943.00	\$4,943.00
1	RECEIVER HITCH	\$595.00	\$595.00
1	POWER GROUP	\$1,076.00	\$1,076.00
1	DOC FEE	\$80.00	\$80.00

**Payment Details**

\_\_\_\_\_  
 \_\_\_\_\_

	SHIPPING	\$31,888.00
		\$400.00
Taxes	9	\$2,869.92
	TIRE FEE	\$8.75
	<b>TOTAL</b>	<b>\$35,166.67</b>

Office Use Only

**\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS**

# QUOTATION

DOWNTOWN FORD SALES  
 525 N16th Street, Sacramento, CA. 95814  
 916-442-6931 fax 916-491-3138

DF021915915

## QUOTATION

Customer		Date	
Name	SANTA FE SPRINGS	REP	2/19/2015
Address		Phone	FORBESS
City	CA	FOB	
Phone			

Qty	Description	Unit Price	TOTAL
1	2015 FORD F150 REGULAR CAB 4X2	\$19,171.00	\$19,171.00
1	CHANGE TO SUPERCAB	\$1,987.00	\$1,987.00
1	5.0L V8 ENGINE	\$1,496.00	\$1,496.00
1	BLUETOOTH FORD SYNC (INCLUDED W/XLT)	\$0.00	\$0.00
1	CRUISE CONTROL (INCLUDED W/XLT)	\$0.00	\$0.00
1	DAYTIME RUNNING LIGHTS	\$42.00	\$42.00
2	EXTRA KEY WITH FOB	\$176.00	\$352.00
1	TRAILER TOW PACKAGE	\$464.00	\$464.00
1	XLT PACKAGE	\$4,765.00	\$4,765.00
1	FORD ESP EXTRA CARE 5/100/0	\$1,632.00	\$1,632.00
1	DOC FEE	\$80.00	\$80.00

**Payment Details**

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\_\_\_\_\_

		\$29,989.00
	SHIPPING	\$400.00
Taxes	9	\$2,699.10
	TIRE FEE	\$8.75
	<b>TOTAL</b>	<b>\$33,096.85</b>

Office Use Only

**\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS**

# QUOTATION

DOWNTOWN FORD SALES  
525 N16th Street, Sacramento, CA. 95814  
916-442-6931 fax 916-491-3138

DF021915925 R  
REVISED 3 4 15

## QUOTATION

### Customer

Name SANTA FE SPRINGS  
Address \_\_\_\_\_  
City \_\_\_\_\_ CA \_\_\_\_\_  
Phone \_\_\_\_\_

Date 2/19/2015  
REP FORBESS  
Phone \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	2015 FORD F150 REGULAR CAB 4X2	\$19,171.00	\$19,171.00
1	CHANGE TO SUPERCAB	\$1,987.00	\$1,987.00
1	5.0L V8 ENGINE	\$1,496.00	\$1,496.00
1	AM/FM/CD	\$273.00	\$273.00
1	BLUETOOTH FORD SYNC	\$605.00	\$605.00
1	DAYTIME RUNNING LIGHTS	\$42.00	\$42.00
2	EXTRA KEY WITH FOB	\$176.00	\$352.00
1	POWER GROUP	\$1,097.00	\$1,097.00
1	SPRAY IN BEDLINER	\$569.00	\$569.00
1	TRAILER TOW PACKAGE	\$464.00	\$464.00
1	FORD ESP EXTRA CARE 5/100/0	\$1,632.00	\$1,632.00
1	CLOTH SEAT	\$294.00	\$294.00
1	DOC FEE	\$80.00	\$80.00

**Payment Details**

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 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

		\$28,062.00
	SHIPPING	\$400.00
Taxes	9	\$2,525.58
	TIRE FEE	\$8.75
	<b>TOTAL</b>	<b>\$30,996.33</b>

Office Use Only

\_\_\_\_\_

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

7/1/14

## NEW FORD ¾ TON PICKUP F250 4X4 REG CAB

PRICING BASED UPON COST +/- 10% FOR OPTIONS/CHANGES  
STATE OF CALIFORNIA CONTRACT #1-14-23-20A

MAJOR STANDARD EQUIPMENT	<b>\$21,913.00</b>	
4WD 6.2L V8 FLEX FUEL, 8 FT BED, 6-SPEED AUTOMATIC TRANSMISSION, XL TRIM, TRAILER TOW PACKAGE, AIR CONDITIONING, AM/FM, TILT WHEEL, VINYL SEATS, RUBBER FLOORING		
<b>AVAILABLE OPTIONS</b>	<b>PRICE</b>	<b>✓</b>
SHORT BED 6 ½ FT BOX (SUPER CAB AND CREW CAB ONLY)	(165.00)	
CHANGE TO F150 ½ TON PICKUP (SEE F150 SHEET FOR OPTIONS)	(2054.00)	
CHANGE TO F350 1-TON PICKUP (SEE F350 PICKUP SHEET)	2120.00	
6.7L DIESEL ENGINE	7952.00	
40/20/40 CLOTH SEAT	294.00	
ALL TERRAIN TIRES	118.00	
BLUETOOTH – DEALER INSTALLED	495.00	
BLUETOOTH – FACTORY SYNC	601.00	
BUCKET SEATS, HIGH BACK, CLOTH	576.00	
CAB STEPS (RUNNING BOARDS)	348.00	
CAMPER SHELL, LEER LEGEND	1660.00	
CRUISE CONTROL	220.00	
DAYTIME RUNNING LIGHTS	42.00	
ELECTRONIC SHIFT ON THE FLY	174.00	
EXTRA KEY (NO POWER GROUP)	78.00	
EXTRA KEY W/KEY FOB (REQUIRES POWER GROUP)	176.00	
HD SERVICE SUSPENSION	118.00	
LIMITED SLIP REAR AXLE	366.00	
MANUAL PARTS (CD ROM)	258.00	
MANUAL SHOP (CD ROM)	279.00	
MATERIAL RACK	1295.00	
POWER GROUP – POWER WINDOWS, POWER LOCKS, POWER HEATED MIRRORS	1076.00	
PRIVACY GLASS	375.00	
PUSH BUMPER, SETINA OR GO RHINO	597.00	
REVERSE AID SENSOR	229.00	
REVERSE CAMERA	506.00	
SKID PLATES	94.00	
SLIDING REAR WINDOW	118.00	
SPOT LAMP (EACH) – PILLAR(S) OR ROOF MOUNT	484.00	
SPRAY-IN BEDLINER	579.00	
TAILGATE STEP	352.00	
TELESCOPING TRAILER MIRRORS	118.00	
TOMMYGATE 1000# LIFTGATE	3150.00	
TOOLBOX – DIAMONDPLATE – CROSS BOX	795.00	
TOW COMMAND – ELECTRIC BRAKE CONTROLLER	253.00	
TUTONE PAINT (PD OR SHERIFF BLACK/WHITE OR FIRE RED/WHITE)	1550.00	
UNDERSEAL CHASSIS	390.00	
UPFITTER SWITCHES	118.00	
VEHICLE ALARM WITH GLASS BREAKAGE	395.00	
WINCH, WARN 12000# (BEHIND BUMPER, INSTALLED)	3025.00	
XL VALUE PKG – AM/FM/CD/MP3, CHROME BUMPERS, CHROME HUB COVERS	558.00	
XLT TRIM – CHROME BUMPERS/GRILL, POWER WINDOWS/LOCKS, TRAILER TOW MIRRORS W/ POWER HEATED GLASS, ALUM WHEELS, PRIVACY REAR GLASS, SYNC VOICE ACTIVATED COMMUNICATIONS, AM/FM/CD/MP3, CARPET (CAN BE DELETED), 40/20/40 CLOTH BENCH SEAT, TRAILER BRAKE CONTROLLER, REMOTE KEYLESS ENTRY, PERIMETER ANTI-THEFT ALARM	4906.00	
<b>SERVICE BODIES</b>		
ROYAL 40-VO-98 UTILITY BODY	4943.00	
PACIFIC 96401549	4912.00	
KNAPHEIDE 696J40 CLOSED TOP (ADD \$425 FOR OPEN TOPS)	5183.00	
DIAMOND 16-38-96-CT B49 CLOSED TOP (ADD \$150 FOR OPEN TOPS)	4410.00	
HARBOR	5220.00	
SCELZI CROWN-SBCR-98-79-49-38V CLOSED TOP (ADD \$160 FOR OPEN TOPS)	4870.00	
CTEC	6831.00	
ANIMAL CONTROL BODY AB-5AC-96 – DIAMOND	13,200.00	
RECEIVER HITCH	595.00	
WARRANTY EXTRA CARE, 5YR/100,000 MILE/\$100 DEDUCTIBLE (FORD ESP)	2142.00	

11/15/14

## NEW FORD ½ TON PICKUP F150 4X2 REG CAB

PRICING BASED UPON F250 COST +/- 10% FOR OPTIONS/CHANGES  
STATE OF CALIFORNIA CONTRACT #1-14-23-20A

<b>MAJOR STANDARD EQUIPMENT:</b> 2WD, 122" WB, 6 ½ FT BED, 3.5L V6 FFV ENGINE, 6-SPEED AUTO TRANS W/TOW HAUL MODE, BLACK FRONT/REAR STEP BUMPERS, RUBBER FLOORING, MANUAL WINDOWS, AIR CONDITIONING, AM/FM, VINYL SEATS	<b>\$19,171.00</b>
<b>AVAILABLE OPTIONS</b>	<b>PRICE</b> ✓
CHANGE TO SUPER CAB (6 ½ FT BED)	1987.00
CHANGE TO SUPER CREW, INCLUDES 5.0L V8 (FULL SIZE 4-DOORS) (6 ½ FT BED)	3451.00
LONGBED, REGULAR CAB & SUPER CAB ( SC REQUIRES 5.0L OR ECOBOOST)	306.00
5.0L V8 ENGINE	1496.00
2.7L ECOBOOST WITH START/STOP SYSTEM N/A 122" WB (LONGBED, SUPER & CREW CABS ONLY)	746.00
3.5L ECOBOOST	1871.00
AM/FM/CD	273.00
BLUETOOTH - DEALER INSTALLED	495.00
BLUETOOTH - FACTORY SYNC	605.00
CAMPER SHELL, LEER LEGEND	1660.00
CLOTH SEATING	294.00
CRUISE CONTROL	211.00
DAYTIME RUNNING LIGHTS	42.00
EXTRA KEY (NO POWER GROUP)	78.00
EXTRA KEY W/KEY FOB (REQUIRES POWER GROUP)	176.00
FOG LAMPS	131.00
LOCKING REAR AXLE	441.00
MANUAL PARTS(CD ROM)	258.00
MANUAL SHOP (CD ROM)	279.00
MATERIAL RACK	995.00
POWER GROUP (WINDOWS, LOCKS, MIRRORS) (INCL W/ SUPER CREW)	1097.00
PRIVACY GLASS (DEALER INSTALLED)	375.00
REAR DEFROSTER	300.00
REAR VIEW CAMERA (REQUIRES POWER GROUP & AM/FM/CD)	235.00
REVERSESENSOR, REQUIRES TRAILER TOW PACKAGE	257.00
RUNNING BOARDS, PLATFORM TYPE	235.00
SERVICE BODY, PACIFIC MODEL	5920.00
SPRAY IN BEDLINER	569.00
TAILGATE STEP	352.00
TOMMYGATE 1000#	3375.00
TOOLBOX - DIAMONDPLATE - CROSSBOX	795.00
TRAILER BRAKE CONTROLLER (REQUIRES TRAILER TOW PACKAGE)	257.00
TRAILER TOW PACKAGE	464.00
UNDERSEAL CHASSIS	390.00
VEHICLE ALARM SYSTEM W/GLASS BREAKAGE	395.00
WARRANTY EXTRA CARE, 5YR/100,000K MILE/\$0 DEDUCTIBLE (FORD ESP)	1632.00
XL DÉCOR GROUP (CHROME FRONT/REAR BUMPERS)	107.00
XLT PACKAGE (INCLUDES POWER WINDOWS, POWER LOCKS, POWER MIRRORS, AM/FM/CD, 40/20/40 CLOTH SEAT, FLOOR MATS, CHROME BUMPERS, AUTO LAMPS, FOG LAMPS, CHROME GRILL, ALUMINUM WHEELS, PRIVACY GLASS, SYNC)	4765.00



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT NOTIFICATION**  
\*\*\*\*MANDATORY\*\*\*\*

CONTRACT NUMBER:	1-14-23-20 A through G, Supplement 4
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-20A) Elk Grove Auto Group (1-14-23-20B) Hanford Toyota (1-14-23-20C) Winner Chevrolet (1-14-23-20D) Wondries Fleet Group (1-14-23-20E) Riverview International (1-14-23-20F) Swift Superstore (1-14-23-20G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 <a href="mailto:Christina.nunez@dgs.ca.gov">Christina.nunez@dgs.ca.gov</a>

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

*Signature on File*

**Christina Nunez, Contract Administrator**

Date: 2/4/2015

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
4	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• <b>Attachment A – Contract Pricing</b> has been updated as follows: <p>Line Item # 33/68, 34/69, – Price increase on International Durastar in Rank 1</p> <p>Line Item #35/70 – Price increase on International Workstar in Rank 1</p> <p>Line Item #29/64 – Delete Internatinal Terrastar in Rank 3</p> </li> </ul>	2/4/2015
3	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• <b>Attachment A – Contract Pricing</b> has been updated as follows: <p>Line item # 1, 2/37, 3/38, 4/39, 5/40, 6/41 – Delete Toyota Tacoma in Rank 1</p> <p>Line item # 7/42, 8/43, 10/45, and 46 – Delete Ford F150 in Rank 1; Move RAM 1500 from Rank 2 to Rank1; Move Chevy Silverado from Rank 3 to Rank 2 (except on line 42)</p> <p>Line item # 9/44, 11, and 12/47 – Delete Ford F150 in Rank 2; Move Chevy Silverado from Rank 3 to Rank 2</p> </li> </ul>	12/15/2014
2	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• <b>Attachment A – Contract Pricing</b> has been updated as follows: <p>Line item # 2, 3, 5, 6, 38, and 40 – Price Increase on Toyota Tacoma in Rank 1</p> <p>Line item # 32/67 – Delete International DuraStar in Rank 2</p> </li> </ul>	8/26/2014
1	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• <b>Article 4 – Contract Administration</b> and <b>Article 9 – Ordering Procedure</b> has been updated to reflect a change to Wondries Fleet Group's contact person.</li> </ul>	5/22/2014

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

**1. SCOPE**

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-20 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

**2. CONTRACT USAGE/RULES**

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
  - Local governmental agency
  - Contact name
  - Telephone number
  - Mailing address
  - Facsimile number and e-mail address

DGS Billing Code Contact: [BillCodesCMAS@dgs.ca.gov](mailto:BillCodesCMAS@dgs.ca.gov)

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

### 3. DGS ADMINISTRATIVE FEES

#### A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx> (Click on "Purchasing" under Procurement Division.)

#### B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

### 4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

**DGS/PD Contract Administrator:** Christina Nunez  
**Address:** DGS/Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605  
**Telephone:** (916) 375-4482  
**Facsimile:** (916) 375-4613  
**E-Mail:** [christina.nunez@dgs.ca.gov](mailto:christina.nunez@dgs.ca.gov)

**Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions**

**Contractor:** Downtown Ford Sales 1-14-23-20A  
**Contact Name:** Dave Forbess  
**Address:** 525 N. 16<sup>th</sup> Street  
Sacramento, CA 95811  
**Telephone:** (916) 442-6931  
**Facsimile:** (916) 491-3138  
**E-Mail:** [daveforbess@downtownfordsales.com](mailto:daveforbess@downtownfordsales.com)

**Contractor:** Elk Grove Auto Group 1-14-23-20B  
**Contact Name:** Bill Kemery  
**Address:** 8575 Laguna Grove Drive  
Elk Grove, CA 95757  
**Telephone:** (916) 429-4700  
**Facsimile:** (916) 421-0149  
**E-Mail:** [billk@lasherauto.com](mailto:billk@lasherauto.com)

**Contractor:** Hanford Toyota 1-14-23-20C  
**Contact Name:** Pat Ireland  
**Address:** 1835 Glendale Avenue  
Hanford, CA 93230  
**Telephone:** (559) 707-5735  
**Facsimile:** (559) 961-4601  
**E-Mail:** [patireland1962@yahoo.com](mailto:patireland1962@yahoo.com)

**Contractor:** Winner Chevrolet 1-14-23-20D  
**Contact Name:** Bill Kemery  
**Address:** 8575 Laguna Grove Drive  
Elk Grove, CA 95757  
**Telephone:** (916) 429-4700  
**Facsimile:** (916) 421-0149  
**E-Mail:** [billk@lasherauto.com](mailto:billk@lasherauto.com)

**Contractor:** Wondries Fleet Group 1-14-23-20E  
**Contact Name:** Yesenia Covarrubias  
**Address:** 1247 W. Main Street  
Alhambra, CA 91801  
**Telephone:** (626) 457-5590  
**Facsimile:** (626) 457-5593  
**E-Mail:** [yesenia@wondries.com](mailto:yesenia@wondries.com)

**Contractor:** Riverview International 1-14-23-20F  
**Contact Name:** Jason Farrell  
**Address:** 2445 Evergreen Avenue  
West Sacramento, CA 95691  
**Telephone:** (916) 669-0253  
**Facsimile:** (916) 371-2023  
**E-Mail:** [Jasonf@riverview-trucks.com](mailto:Jasonf@riverview-trucks.com)

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

**Contractor** Swift Superstore 1-14-23-20G  
**Contact Name:** Dan Heil  
**Address:** 4318 Chiles Road  
Davis, CA 95618  
**Telephone:** (530) 771-3821  
**Facsimile:** (530) 757-3783  
**E-Mail:** [danh@swiftindavis.com](mailto:danh@swiftindavis.com)

**5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

**6. CONTRACT ITEMS**

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are categorized by rank on Attachment A, Contract Pricing. The tabs located at the bottom of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

**7. SPECIFICATIONS**

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

**8. PURCHASE EXECUTION**

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

**Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
 Contract Notification and User Instructions**

2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)  
 Attn: Data Entry Unit  
 707 Third Street, 2<sup>nd</sup> Floor, MS 2-212  
 West Sacramento, CA 95605-2811

**9. ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

<b>ORDER PLACEMENT INFORMATION</b>			
<b>U.S. Mail</b>	<b>Facsimile</b>	<b>Email</b>	<b>Contract #</b>
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	<a href="mailto:daveforbess@downtownfordsales.com">daveforbess@downtownfordsales.com</a>	1-14-23-20A

**Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions**

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	<a href="mailto:billk@lasherauto.com">billk@lasherauto.com</a>	1-14-23-20B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>	1-14-23-20C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	<a href="mailto:billk@lasherauto.com">billk@lasherauto.com</a>	1-14-23-20D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	<a href="mailto:yesenia@wondries.com">yesenia@wondries.com</a>	1-14-23-20E
Riverview International 2445 Evergreen Ave. West Sacramento, CA 95691 Attn: Jason Farrell	(916) 371-2023	<a href="mailto:jasonf@riverview-trucks.com">jasonf@riverview-trucks.com</a>	1-14-23-20F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(559) 961-4601	<a href="mailto:danh@swiftindavis.com">danh@swiftindavis.com</a>	1-14-23-20G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

**10. MINIMUM ORDER**

There is no minimum order for this contract.

**11. ORDER RECEIPT CONFIRMATION**

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

**12. DELIVERY PROCEDURES**

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

**Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions**

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

**DOCUMENTS:**

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

**13. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

**14. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**15. SHIPPED ORDERS**

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:  
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

**16. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

**17. PAYMENT**

Payment terms for this contract include either a \$200 or \$500 per vehicle discount for payment made within twenty (20) days. See Attachment A – Contract Pricing for discount amount. For this contract, cash

**Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions**

discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

**18. PAYEE DATA RECORD**

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

**19. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

<b>Contractor Name</b>	<b>Seller Permit #</b>
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Ford 98037902 Toyota 17107585
Riverview International	101079519
Swift Superstore	97022608

**20. RECYCLED CONTENT**

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

**21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

**22. WARRANTY**

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

**Note:** Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

#### Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

### **23. SERVICE PLAN**

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;

**Contract (Mandatory) 1-14-23-20 A – G, Supplement 4  
Contract Notification and User Instructions**

- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

**24. ATTACHMENTS**

Attachment A – Contract Pricing

Attachment B – Specification 2310-2626, dated 9/24/2013

Attachment C – Recycle Content Information



**PROCLAMATION**

Proclaiming the Week of April 6 through April 10, 2015 as "Week of the Young Child" in Santa Fe Springs

**RECOMMENDATION**

That the City Council proclaim the week of April 6 – April 10, 2015 as "Week of the Young Child" in Santa Fe Springs.

**BACKGROUND**

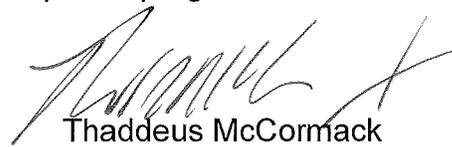
The Child Care and Development Programs join with the National Association for the Education of Young Children in the annual celebration of the "Week of the Young Child," to be observed from April 6 through April 10, 2015.

The celebration, held in many communities across the nation, exists to build awareness of the value of child care and early learning opportunities which are crucial to the growth and development of children. Young children and their families depend on high-quality education and care, which help children get a great start and bring lasting benefits to the Santa Fe Springs community.

The theme for this year's celebration is "Creativity & Play." Staff chose this theme because of both the benefits and barriers to children's physical activity. Research suggests that play not only promotes key abilities that enable children to learn successfully, but also encourages healthy and active lifestyles.

During the week of April 6-10, many special activities encouraging creativity and active play will take place as indicated on the attached sheet. On Thursday April 9, from 5:00 – 7:00 p.m. at Los Nietos Park, the Family and Humans Services Division will host its annual Family Night featuring music and interactive family activities for the children and families participating in our Child Care & Development Programs.

The Mayor may wish to call upon Judi Manalisay, Children's Services Administrator, to assist with the presentation of the proclamation to the children and families that participate in the City's Child Care and Development programs.

  
Thaddeus McCormack  
City Manager

Attachment:  
Proclamation  
Schedule of Activities

**Whereas**, the City of Santa Fe Springs, Child Care & Preschool Programs, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 6 through 10 2015; and

**Whereas**, the Child Care & Preschool Programs are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Santa Fe Springs and the surrounding community; and

**Whereas**, teachers and Political Leaders who make a difference in the lives of young children in Santa Fe Springs deserve thanks and recognition; and

**Whereas**, public policies that support early learning for all young children are crucial to young children's futures;

**NOW THEREFORE I**, [name of official], Mayor of the City of Santa Fe Springs, do hereby proclaim April 6 through 10 as the

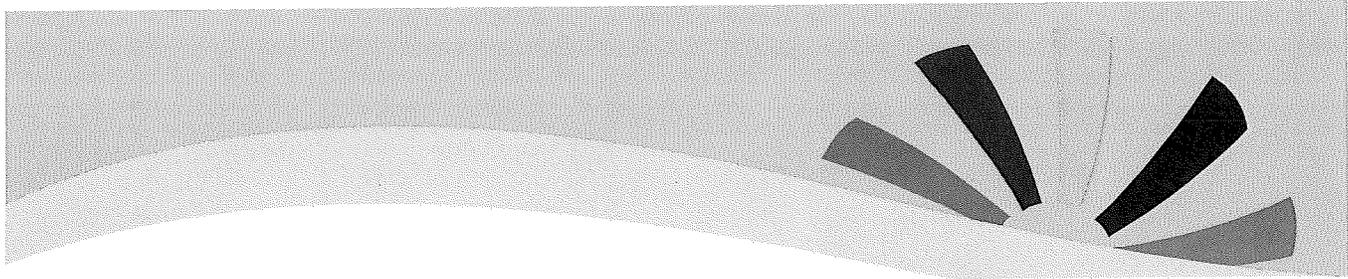
## **Week of the Young Child**

in Santa Fe Springs and encourage all citizens to work to make a good investment in early childhood in Santa Fe Springs.

Dated this 26<sup>th</sup> day of March, 2015.

---

Mayor



**naeyc**

# WEEK of the YOUNG CHILD™

April 6 - 10 2015

## Creativity & Play

Join us for a week long celebration dedicated to increasing the awareness of the academic and physical benefits of play.

**Music Monday Sing Dance Celebrate & Learn**

**Taco Tuesday Healthy Eating & Fitness at Home and School**

**Work Together Wednesday Work, Build & Learn Together**

**Family Thursday Sharing Family Stories**

**Artsy Friday Think, Problem Solve & Create**

**BOOK FAIR Open all week at each center**

**Family Night Los Nietos Park**

**Thursday April 9**

**5 to 7 pm**



Los Nietos Child Care Center

Lakeview Child Care Center

Child Care & Development Center

Gus Velasco Neighborhood Center

Los Nietos Preschool

Laurie M. Rios  
Mayor

Richard J. Moore  
Mayor Pro Tem

CITY COUNCIL  
William K. Rounds  
Councilmember

Jay Sarno  
Councilmember

Juanita Trujillo  
Councilmember



# City of Santa Fe Springs

City Council Meeting

March 26, 2015

## **PRESENTATION**

Presentation to Johnny Hernandez upon his Retirement

## **RECOMMENDATION**

The Mayor may wish to call upon the Director of Public Works to assist with this presentation.

## **BACKGROUND**

Johnny Hernandez recently retired from service to the City of Santa Fe Springs. Johnny has been invited, together with his family, to tonight's Council meeting to be recognized for his over 30 years of service to our community. Johnny served as a Water Utility Worker.

  
Thaddeus McCormack  
City Manager

Attachment(s)

None



# City of Santa Fe Springs

City Council Meeting

March 26, 2015

## **PRESENTATION**

Recognition of Andrew Sepulveda

### RECOMMENDATION

It is requested that Andrew Sepulveda be recognized for his recent graduation from the California Highway Patrol Academy.

### BACKGROUND

Santa Fe Springs resident and former employee Andrew Sepulveda has recently graduated from the California Highway Patrol Academy and has been assigned to work in the West Los Angeles area. He has been invited to tonight's Council meeting to be recognized for his accomplishments.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager



# City of Santa Fe Springs

City Council Meeting

March 26, 2015

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

<u>Committee</u>	<u>Vacancies</u>	<u>Councilmember</u>
Beautification	1	Moore
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	3	Trujillo
Family & Human Services	1	Rios
Family & Human Services	1	Rounds
Historical	3	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Parks & Recreation	3	Rios
Senior Citizens	1	Moore
Senior Citizens	2	Rios
Senior Citizens	2	Rounds
Senior Citizens	4	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	4	Sarno
Sister City	2	Trujillo
Youth Leadership	3	Moore
Youth Leadership	3	Rios
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo

**Applications Received: None**

**Recent Actions:** Carlos Tovar was removed from the Parks & Recreation Committee. Tim Arnold was appointed to the Parks and Recreation Committee.



Thaddeus McCormack  
City Manager

Attachments:  
Committee Lists  
Prospective Members

## Prospective Members for Various Committees/Commissions

**Beautification**

**Community Program**

**Family & Human Services**

**Heritage Arts**

**Historical**

**Personnel Advisory Board**

**Parks & Recreation**

**Planning Commission**

**Senior Citizens Advisory**

**Sister City**

**Traffic Commission**

Mark Sevillano

**Youth Leadership**

# BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placensia	(15)
	Vacant	(15)
<b>Rios</b>	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
<b>Rounds</b>	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
<b>Sarno</b>	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
<b>Trujillo</b>	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

*\*Indicates person currently serves on three committees*

# COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
<b>Rios</b>	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
<b>Rounds</b>	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
<b>Sarno</b>	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
<b>Trujillo</b>	Lydia Gonzales	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

*\*Indicates person currently serves on three committees*

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
<b>Rios</b>	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Vacant	(15)
<b>Rounds</b>	Annette Rodriguez	(16)
	Vacant	(15)
	Ted Radoumis	(15)
<b>Sarno</b>	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
<b>Trujillo</b>	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

Organizational Representatives: Nancy Stowe  
 Evelyn Castro-Guillen  
 Elvia Torres  
 (SPIRITT Family Services)

*\*Indicates person currently serves on three committees*

# HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership:       9 Voting Members  
                      6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Pauline Moore	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

## Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

## Council/Staff Representatives

Council Liaison	Laurie Rios
Council Alternate	Richard Moore
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*\*Indicates person currently serves on three committees*

# HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,  
Heritage Park Train Depot

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	George Felix, Sr.	(15)
<b>Rios</b>	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Larry Oblea	(15)
<b>Rounds</b>	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
<b>Sarno</b>	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
<b>Trujillo</b>	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

*\*Indicates person currently serves on three committees*

# PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Mary Tavera	(16)
	John Salgado	(16)
	William Logan	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
<b>Rios</b>	Vacant	(16)
	Bernie Landin	(16)
	Vacant	(16)
	Sally Gaitan	(15)
	Vacant	(15)
<b>Rounds</b>	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Tim Arnold	(15)
	Mark Scoggins*	(15)
<b>Sarno</b>	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
<b>Trujillo</b>	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

*\*Indicates person currently serves on three committees*

# PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Council</b>	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
<b>Personnel Advisory Board</b>	Vacant	6/30/2017
<b>Firemen's Association</b>	Jim De Silva	6/30/2017
<b>Employees' Association</b>	Anita Ayala	6/30/2017

# PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,  
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

## APPOINTED BY

## NAME

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Moore

Ken Arnold

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

Trujillo

Frank Ybarra

# SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 9:30 a.m.,  
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Vacant	(15)
<b>Rios</b>	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jesse Serrano	(15)
<b>Rounds</b>	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
<b>Sarno</b>	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
<b>Trujillo</b>	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

*\*Indicates person currently serves on three committees*

# SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
<b>Rios</b>	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
<b>Rounds</b>	Manny Zevallos	(16)
	Susan Johnston	(16)
	Robert Wolfe	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
<b>Sarno</b>	Raymond Reyes	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
<b>Trujillo</b>	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

*\*Indicates person currently serves on three committees*

# TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

## APPOINTED BY

## NAME

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Moore

Albert J. Hayes

Rios

Pauline Moore

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

# YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
<b>Moore</b>	Vacant	()
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
<b>Rios</b>	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
<b>Rounds</b>	Gabriel Perez	(16)
	Jennisa Casillas	(18)
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
<b>Sarno</b>	Anissa Rodriguez	(16)
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
<b>Trujillo</b>	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(15)
	Vacant	()