



AGENDA

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

FEBRUARY 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 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.

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 January 22, 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 January 22, 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 January 22, 2015 City Council Meeting

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

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.

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.

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.

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.

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.

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.

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.

PRESENTATIONS

15. Proposed Changes to California Sales and Use Tax

This item is for informational purposes only and does not require Council action.

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

This item is for informational purposes only and does not require Council action.

Items 17 – 30 will occur in the 7:00 p.m. hour.

City of Santa Fe Springs

Regular Meetings

February 26, 2015

17. **INVOCATION**

18. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

19. Representatives from the Chamber of Commerce

20. Representatives from the Youth Leadership Committee

21. **ANNOUNCEMENTS**

PRESENTATIONS

22. Presentation to Milestone Event Celebrants

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

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

25. 2014 Holiday Home Decorating Contest 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.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

27. Committee Appointments

28. **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.

29. **EXECUTIVE TEAM REPORTS**

30. **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

February 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**

JANUARY 22, 2015

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 6:07 p.m.

2. ROLL CALL

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

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 December 18, 2014 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 Sarno moved the approval of Items 3A & B; Vice Chair Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the December 18, 2014 Water Utility Authority Meeting

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

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

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

NEW BUSINESS

5. Resolution SA-2015-001 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 15-16A) for the Period July 1, 2015 through December 31, 2015

Recommendation: That the Successor Agency adopt Resolution No. SA-2015-001.

Councilmember Moore moved the approval of Item 5; Councilmember Sarno seconded the motion.

Councilmember Moore asked if re-testing for bacteria had been done on the replacement water lines. Noe Negrete replied that all the lines had been reconnected and tested. The bacteria levels were acceptable. The cause of the previous readings may have been due to dirt in the lines. Councilmember Moore asked if there were any problems with joints. Mr. Negrete replied that there were not. The motion passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

6. Resolution SA-2015-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2015 through December 31, 2015

Recommendation: That the Successor Agency adopt Resolution No. SA-2015-002.

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

CITY COUNCIL

7. CITY MANAGER REPORT

The Mayor on behalf of the Council congratulated Councilmember Sarno and his wife, Christina, on the birth of their son, Dominic John Sarno, on January 8.

The City Manager reported on the recent Chamber of Commerce Economic Forecast. The news was very positive regarding the projected sales tax growth. One issue that was

highlighted as still being a problem was Public Employee pensions. The City Manager stated that he was pleased that the Council had addressed this issue over the past few years. The Governor's budget was released and should be passed in June. The initial budget presents some modifications to the Redevelopment process. There is money in the budget for infrastructure improvements. The State is in a better position than it has been in the recent past. This may mean that they will not take more money from cities. The City Manager reported that he and Jose Gomez will be at the City Manager's conference next week, but both would be available by phone.

Councilmember Moore asked if the available State funds would be accessed through grant opportunities. The City Manager stated that they would be, but that some would be per capita which doesn't benefit our small city very much. Councilmember Moore asked if the City has a grant writer, other than in the Fire Department. The City Manager stated that Wayne Bergeron did handle some grant applications. Councilmember Moore asked how much funding he had secured. Mr. Bergeron stated that, including CDBG funds, the total over four years came to about \$400,000.

Councilmember Rounds reported that the CIP subcommittee, at its last meeting, discussed the need for dedicated staff for the purpose of pursuing grant funding.

8. CONSENT AGENDA

Approval Minutes

A. Minutes of the December 18, 2014 City Council Meeting

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

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

PUBLIC HEARING

9. Resolution No. 9462 – Approval to Accept Proposed Federal Funding for FY 2015-2016 Under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

Recommendations: 1). That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter; 2). That the City Council approve the appropriation of CDBG funds as described in the body of this report; 3). That the City Council adopt Resolution No. 9462; and, 4). That the City Council authorize staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

Mayor Trujillo opened the Public Hearing at 6:15 p.m. There being no one wishing to speak, Mayor Trujillo closed the Public Hearing at 6:16 p.m.

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

Councilmember Moore asked what other options were available for the use of these funds. The City Manager stated that they must be used for low-income projects. According to the latest census, there are no low-income census tracts in Santa Fe Springs. As a result, another possible use for these funds is ADA projects.

NEW BUSINESS

10. LED Crosswalk Installation at Orr & Day Road and Whiteland Street - Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to Select Electric, Inc. of Poway, California in the amount of \$65,684.90 for the subject project.

Councilmember Rounds moved the approval of Item 10; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

11. Water Feature Maintenance Services - Authorization to Advertise

Recommendation: That the City Council authorize the City Engineer to advertise for bids to provide Water Feature Maintenance Services.

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

Mayor Trujillo recessed the meetings at 6:18 p.m.

Mayor Trujillo reconvened the meetings at 7:03 p.m.

12. INVOCATION

Mayor Pro Tem Rios gave the Invocation.

13. PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS

14. Representatives from the Chamber of Commerce

Jeff Winkler, Heraeus Metals

The City Manager also recognized State Senator Tony Mendoza.

15. Representatives from the Youth Leadership Committee

Members introduced themselves.

16. ANNOUNCEMENTS

The Youth Leadership Committee made the Community Announcements.

PRESENTATIONS

17. 2014 Holiday Basket Programs – Recognition of Donors and Volunteers

Community Services Supervisor Ed Ramirez recapped the holiday basket programs and introduced the donors and volunteers.

18. Introduction of New Department of Community Services Employee, Librarian III Deborah Raia

Maricela Balderas introduced Debra Raia.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

19. Committee Appointments

None.

20. ORAL COMMUNICATIONS

Oral Communications were opened at 7:35 p.m.

Oral Communications were closed at 7:36 p.m.

21. EXECUTIVE TEAM REPORTS

- Wayne Morrell reported that the new Starbuck's location on Telegraph and Jersey will feature a live on-camera attendant in the drive-thru; Electronic plan checking will begin on Jan. 31.
- Noe Negrete reported that 2 lanes of Telegraph Road between Heritage Park Drive and Norwalk Blvd will be closed Friday, Jan. 23 to allow for repaving due to gas line work and one lane of Telegraph Road between Alburtis and Pioneer will be closed from Jan. 23 to Jan 26 for repaving related to Exxon Mobile work.
- Dino Torres reported that the Diversity Program will be held in late February or early March; the Cesar Chavez event will be held in late March; and the Every 15 Minutes in early April.
- Mike Crook reported that CUPA Division of Fire-Rescue hosted a meeting for southern agencies at the Gus Velasco Neighborhood Center. He recognized DP Air Corporation for their company toy drive. Toys collected through this venture will be used by firefighters on the job when they come in contact with injured and/or frightened children.
- Jose Gomez reported on a change in the look of the City's water bills to increase water-usage awareness. A usage chart will be displayed on each bill. The City Manager credited Councilmember Rounds for bringing this idea forward.
- Maricela Balderas reported that the Department of Community Services has launched two Facebook pages this week to advertise City events.
- Councilmember Sarno thanked everyone for the well wishes for his family.
- Mayor Trujillo wished Happy Birthday to her daughter Aliah who will turn 15 tomorrow.

COUNCIL REORGANIZATION

23. Nomination of Mayor and Mayor Pro Tem for 2015

Recommendation: That the City Council nominate members for the positions of Mayor and Mayor Pro Tem for 2015.

Mayor Trujillo stated her intention to vacate the office of Mayor at the next Council meeting effective February 12, 2015.

Mayor Pro Tem Rios stated her intention to vacate the office of Mayor Pro Tem at the next Council meeting effective February 12, 2015.

The City Clerk opened nominations for the office of Mayor. Mayor Trujillo nominated Laurie Rios. There being no other nominations, nominations were closed. Laurie Rios was elected to the office of Mayor by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

The City Clerk opened nominations for the office of Mayor Pro Tem. Mayor Pro Tem Rios nominated Richard Moore. There being no other nominations, nominations were closed. Richard Moore was elected to the office of Mayor Pro Tem by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

The City Clerk stated that the reorganization of the Council would occur at the February 12, 2015, meeting.

22. Recognition of Outgoing Mayor

The Councilmembers recognized Mayor Trujillo for leadership and dedication over the past year. Mayor Trujillo thanked her fellow Councilmembers, staff, and her family.

The following representatives recognized Mayor Trujillo: State Senator Tony Mendoza; State Assembly Member Ian Calderon; Angie Mencias from Congresswoman Linda Sanchez's; Andrea Avila from LA County Supervisor Don Knabe's office; Norwalk Mayor Marcel Rodarte; Rebecca Lira, President of SFS Soroptimist; and Doris Yarwood of the SFS Soroptimist.

Mayor Trujillo expressed her appreciation for the cooperation and guidance she received from those with whom she worked.

24. ADJOURNMENT

At 8:05 p.m., Mayor Trujillo adjourned the meetings in memory of longtime residents Wanda Leong, Sherman Conrad, and Maximina Zamora.

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 1/31/15	None
Outstanding principal at 1/31/15	\$15,540,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/15	None
Outstanding principal at 1/31/15	\$5,745,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/15	None
Outstanding principal at 1/31/15	\$3,005,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 1/31/15	None
Outstanding principal at 1/31/15	\$2,475,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/15	None
Outstanding principal at 1/31/15	\$35,004,886

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/15	None
Outstanding principal at 1/31/15	\$8,740,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/15	None
Outstanding principal at 1/31/15	\$37,320,000

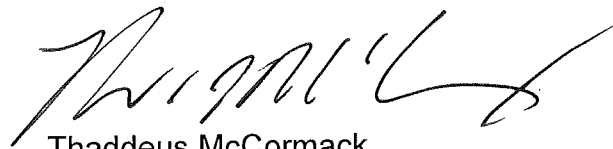
Bond Repayment

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.

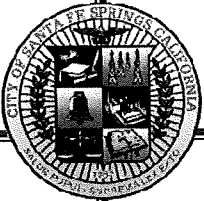
Unspent Bond Proceeds

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

February 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 1/31/15

None

Outstanding principal at 1/31/15

\$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.


Thaddeus McCormack
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

February 26, 2015

CONSENT AGENDA

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 punch list items to close out the project. The Department of Public Health is in the process of updating the City's well operating permit, when updated it will allow for the operation of Well No. 12.

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

The contractor is completing punch list items as they prepare to finalize the project.

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

SEE ITEM 3A

SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

February 26, 2015

PUBLIC HEARING

Weed Abatement

RECOMMENDATION

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.

BACKGROUND

On February 12, 2015, the City Council adopted Resolution No. 9464 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Thursday, February 26, 2015, at 6:00 p.m. was set for a Public Hearing of protests to abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted. At this time, it would be appropriate for the Mayor to conduct the Public Hearing and hear from any person (s) who would like to address the City Council.

Thaddeus McCormack
City Manager

Attachments:

Parcel List

Resolution No. 9464

CITY OF SANTA FE SPRINGS

2014/2015

WEED ABATEMENT DECLARATION LIST

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623. (UNIMPROVED)

DATE: 01/07/15

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803	SHOEMAKER AVE	SO PAC CO	100 S MAIN ST MS-6	LOS ANGELES CA	90012
7005 014 076	FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 801	CARMENITA	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
7005 014 803	ALONDRA BLVD	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 914	FIRESTONE BLVD	STATE OF CA DEPARTMENT OF	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 917	13460 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
7005 014 918	13500 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST STE 1300	LOS ANGELES CA	90012
7005 014 920	FIRESTONE BLVD	RYDER TRUCK RENTAL INC	P O BOX 025719	MIAMI FL	33102
8002 019 042	BELL RANCH DR	MCMMASTER CARR SUPPLY CO	9630 NORWALK BLVD	SANTA FE SPRINGS CA	90670
8005 012 027	GEARY AVE	GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VLY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEV LLC	P O BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 902	12171 TELEGRAPH RD	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8005 015 011	10025 BLOOMFIELD AVE	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8005 015 024	TELEGRAPH RD	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8005 015 027	12405 TELERPH RED	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 093	HERITAGE SPRINGS DR E	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 095	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 096	CLARK ST	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 097	CLARK ST	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90071

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 01/07/15

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8009 001 098	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 099	HERTIGAGE SPRINGS DR W	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 101	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 001 207	HERTIGAGE SPRINGS DR W	RCS VILLAGES LAND LLC	321 12TH ST STE 200	MANHATTAN BEACH CA	90266
8009 002 074	CEDAR DR	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 078	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 079	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 116	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 117	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 118	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 119	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 127	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 128	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 004 129	GARDEN PARKWAY	TOWNLOT FEE LLC	5115 S FLOWER ST STE 4800	LOS ANGELES CA	90071
8009 022 017	12322 FLORANCE AVE	RIDGELINE ENERGY SER USA IN	12345 LAKELAND RD	SANTA FE SPRINGS CA	90670
8011 004 031	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 058	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 064	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 005 013	13007 TELEGRAPH RD	PITTS,MARVIN E TR	P O BOX 3033	WHITTIER CA	90605
8011 005 034	10330 GREENLEAVE AVE	PLAINS WEST COAST TERMINALS LLC	333 CLAY ST STE 1600	HOUSTON TX	77002
8011 007 026	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663

LOS ANGELES COUNTY DECLARATION LIST

DATE: 01/07/15

CITY OF SANTA FE SPRINGS

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 007 027	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 028	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 029	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 038	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 040	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 041	ROMANDEL AVE	PRODUCTOL INC	12243 branford st	sun valley ca	91352
8011 007 043	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 046	12636 LOS NIETOS RD	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 047	SANTA FE SPRINGS RD	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 009 935	10712 LAUREL AVE	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 906	LARUEL AVE	REDEVELOPMENT AGENCY OF	11710 TELEGRAPH RD	SANTA FE SPGS CA	90670
8011 011 907	LAKELAND RD	REDEVELOPMENT AGENCY OF	11710 TELEGRAPH RD	SANTA FE SPGS CA	90670
8011 011 912	LARUEL AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPGS CA	90670
- 8011 013 017	13210 TELEGRAPH RD	BUTTERWORTH,EDWARD L TR	1145 SINGING WOOD DR	ARCADIA CA	91006
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 017 015	TELEGRAPH RD	BUTLER,ROBERT F TR ET AL	17110 BROOK CT	MOUNT VERNON WA	98274
8011 017 035	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 036	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 037	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 064	SANDOVAL ST	YEH FAMILY LIMITED PTNSHP LTD	12928 SANDOVAL ST	SANTA FE SPGS CA	90670
8011 018 901	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPGS CA	90670

LOS ANGELES COUNTY DECLARATION LIST

DATE: 01/07/15

CITY OF SANTA FE SPRINGS

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 018 902	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPGS CA	90670
8011 018 903	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS, CA	90670
8011 018 904	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS, CA	90670
8011 018 905	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS, CA	90670
8011 018 906	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS, CA	90670
8011 019 911	PARK AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8017 018 800	SANTA ANITA RTE 5 FWY	SOU PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8017 018 801	FLORENCE AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8017 018 802	SANTA ANITA RTE 5 FWY	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
- 8059 001 017	13215 CAMBRIDGE ST	FINEMAN,SANDRA TR ET AL	526 N ALPINE DR	BEVERLY HILLS CA	90210
8059 029 016	BORA DR	BPW INC	13639 BORA DR	SANTA FE SPGS CA	90670
8069 004 803	SHOEMAKE AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8069 006 044	14150 ROSECRANS AVE	CONNECTICUT GENERAL LIFE	1420 BRISTOL ST N STE 100	NEWPORT BEACH CA	92660
8069 008 804	BORATE ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8069 011 801	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8069 011 802	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8069 013 802	MICA ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8069 016 010	13500 EXCELSIOR DR	AGNELOS,PAUL G	PO BOX 3066	CERRITOS CA	90703
8167 001 807	BUSCH PL	SOUTHERN PAC TRANS CO	1700 FARMAN ST FL-10	OMAHA NE	68102
8167 002 025	9648 SANTA FE SPRINGS RD	SHEREN,BONNIE TR	PO BOX 3452	CLARKSVILLE TN	37043
- 8167 002 026	SANTA FE SPRINGS RD	SHEREN,BONNIE TR	PO BOX 3452	CLARKSVILLE TN	37043

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 01/07/15

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8167 002 051	GREENLEAF AVE	SHEREN,BONNIE TR	PO BOX 3452	CLARKSVILLE TN	37043
8167 002 052	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8167 002 053	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8168 001 010	11770 BURKE ST	PILOT CHEMICAL CORPORATION	2744 E KEMPER RD	CINCINNATI OH	45241
8168 001 815	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 001 816	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 002 900	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 002 901	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 006 056	ALTAMAR PL	C R W LEASING CO INC	864 N RED ROBIN ST	ORANGE CA	92869
8168 007 814	DICE RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8168 007 816	DICE RD	SOU PACIFIC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8168 009 030	SORENSEN AVE	VALVOLINE INC	9520 JOHN ST	SANTE FE SPRINGS CA	90670
8168 011 802	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8168 011 803	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8168 012 814	SORENSEN AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8168 022 036	8721 SANTA FE SPRINGS RD	COCHRAN,TERRY K	8721 SANTA FE SPRINGS RD	WHITTIER CA	90606
8168 023 048	11790 SLAUSON AVE	CLEMENTE,FELIPE AND	2505 KANSAS AVE	SOUTH GATE CA	90280
8169 002 043	WASHINGTON BLVD	MISSION LINEN SUPPLY	PO BOX 1299	SANTA BARBARA CA	93102
8177 029 810	PIONEER BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8177 029 815	PIONEER BLVD	SO CALIF EDISON CO	2131 WALNUT GROVE AVE 2ND FLOOR	ROSEMEAD CA	91770
8177 029 817	PIONEER BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 01/07/15

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8177 029 823	RANCHO SANTA GERTRUDES	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8178 004 065	NORWALK BLVD	CHAVEZ, WILLIAM AND	2923 VIA SAN DELARRO	MONTEBELLO CA	90640
8178 035 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8178 035 812	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8178 035 815	NORWALK BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8178 036 803	RIVERA RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8178 036 804	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8178 037 805	PIONEER BLVD	A T AND S F RY CO	8920 REX RD	PICO RIVERA, CA	90660
8178 037 806	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
8178 037 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE, CA	95747
TOTAL VACANT/IMPROVED RECORDS					3
TOTAL UNIMPROVED RECORDS					112
TOTAL RECORDS					115

RESOLUTION NO. 9464

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND
REFUSE UPON OR IN FRONT F SPECIFIED PROPRETY IN THE CTY ARE A
SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DELARING ITS
INTENTION TO PROVIDE FOR THE ABTEMENT THEREOF.**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE
AS FOLLOWS:

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2 of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

Section 1: That the weeds, brush or rubbish growing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous or a public nuisance.

Section 2: That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

Section 3: That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

Section 4: That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to-wit: That certain property described in attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form, to-wit.

NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH, AND REFUSE

Notice is hereby given that on February 12, 2015, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring that noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush and chaparral or rubbish and refuse were growing or occurring upon or in front of said property or certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by county authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said City to be held at 11710 E. Telegraph Rd., Santa Fe Springs CA 90670, in the Council Chambers on February 26, 2015 at 6:00 p.m. where their objection will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.

/s/ Anita Jimenez, CMC

City Clerk

City of Santa Fe Springs

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT on the 26th day of February, 2015, at the hour of 6:00 p.m. of said day is the day and hour, and the Council Chambers of the City Council of the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and give due consideration; and,

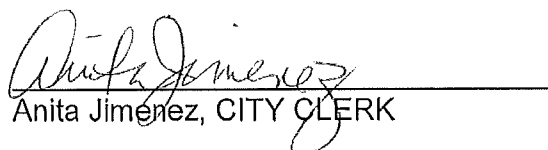
BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 26, 2015.

PASSED and ADOPTED this 12th day of February, 2015.



Juanita Trujillo, MAYOR

ATTEST:



Anita Jimenez, CITY CLERK



City of Santa Fe Springs

City Council Meeting

February 26, 2015

NEW BUSINESS

Abandonment of the Carmenita Underpass Underground Storage Tank (UST) – Final Payment

RECOMMENDATIONS

That the City Council take to the following actions:

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.

BACKGROUND

The City Council, at their meeting of June 26, 2014, awarded a contract to Petro Builders, Inc. of Santa Fe Springs, California in the amount of \$24,453.00 to abandon the Carmenita Underpass underground storage tank (Carmenita UST).

The Council's action was in response to a directive, dated January 31, 2014, from the State Water Board and United States Environmental Protection Agency (U.S. EPA) to properly abandon the Carmenita UST and remove the Norwalk Boulevard underground storage tanks (Norwalk USTs) within 60 days. The City requested a time extension to September 30, 2014, to abandon the Carmenita UST and an extension to December 31, 2014, to remove the Norwalk USTs. State Water Board and U.S. EPA approved the time extensions.

Pursuant to the U.S. EPA and Water Board deadline, the City Council, at its October 9, 2014 meeting, approved a change order to the contract with Petro Builders in the amount of \$26,500.00 to remove the two Norwalk USTs.

Due to unforeseen circumstances, additional work was required to remove the Norwalk UST's, including:

1. Locating the underground storage tanks using ground penetrating radar;
2. Road repair work in the vicinity of the underground storage tanks being removed;
3. Striping to the area of the road being repaired;
4. Disposal of additional contaminated soil as in compliance with federal and state regulations, including disposal costs and transportation costs;

Report Submitted By:

Noe Negrete, Director
Department of Public Works

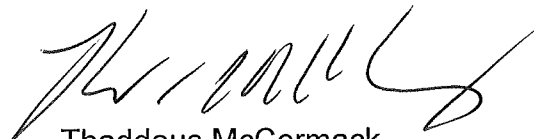
Date of Report: February 18, 2015

5. Performing additional soil sampling as directed by the City Fire and Rescue Department.

The cost for the additional work is approximately \$9,700.00. The City Council appropriated \$30,000.00 to remove the Norwalk USTs. Staff is requesting the City Council to appropriate an additional \$6,200.00 for the cost of removing the Norwalk USTs.

FISCAL IMPACT

1. The City Council appropriated \$35,000.00 from the General Fund for the Carmenita UST project (Activity No. 454-397-C358). The total project cost was \$32,979.00, leaving an unspent balance of approximately \$2,000.00.
2. The City Council appropriated \$30,000.00 for the Petro Builders contract change order to remove the Norwalk USTs (Activity No. 454-397-C360). The total project cost was \$36,190.04. An additional appropriation of \$6,200.00 is required to complete the funding required for the removal of the Norwalk USTs project.



Thaddeus McCormack
City Manager

Attachment:
Payment Detail

Payment Detail

Abandonment of the Carmenita Underpass UST

Contractor: Petro Builders, Inc.

10609 Painter Ave.

Santa Fe Springs, CA 90670

Final Payment \$ 33,430.54

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Abandon in-place the Carmenita Underpass Underground Storage Tank.	1	L.S.		\$ 24,453.00		\$ -	100%	\$ 24,453.00
				Subtotal \$	24,453.00				
CCO 1	Change Order No. 1 Additional Soil Sampling in a Different Location and with Different Equipment.	1	L.S.		\$ 5,973.00		\$ -	100%	\$ 5,973.00
CCO 2	Change Order No. 2 Additional Disposal Costs for Larger than Anticipated Liquids and Solids	1	L.S.		\$ 2,553.00		\$ -	100%	\$ 2,553.00
CCO 3	Change Order No. 3 Remove Two (2) UST's Located on Norwalk Blvd. S/O Los Nietos Road.	1	L.S.		\$ 26,500.00	100%	\$ 26,500.00	100%	\$ 26,500.00
CCO 4	Change Order No. 4 Norwalk UST: paving, striping, contaminated material disposal and add'l soil sampling.	1	L.S.		\$ 8,690.04	100%	\$ 8,690.04	100%	\$ 8,690.04
				Subtotal \$	43,716.04	Subtotal \$ 35,190.04		Subtotal \$ 43,716.04	
				Total \$	68,169.04	Total \$ 68,169.04		Total \$ 68,169.04	

CONTRACT PAYMENTS

Total Items Completed to Date \$ 68,169.04
Less 5% Retention \$ 3,408.45
Less Progress Payment No. 1 \$ 31,330.05
Final Payment \$ 33,430.54

Invoice Date	Invoice No.	Warrant Billing Period	
		Invoice Due Date	Invoice Pay Date
09/30/14	14081		
02/18/15	15011	2/3/2015	2/17/2015

Finance Please Pay: \$	33,430.54
Project Account: 454-397-C360-4400	
Recommended by: Al Fuentes	
Approved by:	



City of Santa Fe Springs

City Council Meeting

February 26, 2015

NEW BUSINESS

Valley View Avenue Grade Separation Project - Resident Engineer Services Amendment No. 2

RECOMMENDATION

That the City Council take the following actions:

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.

BACKGROUND

On June 26, 2014, the City Council awarded a contract to PreScience Corporation to provide Resident Engineering Services for the Valley View Avenue Grade Separation Project (Project). The cost for Resident Engineer Services at that time was based on the construction work being completed by the end of December 2014. The construction work was completed and accepted by Council at its meeting on February 12, 2014.

Although the construction is now complete, post construction services are now in the process. The construction contract closeout with the contractor, Griffith Company, was more extensive than originally anticipated. The tasks included but were not limited to, resolution of all contract changes, secure final acceptance of total cost from the contractor, secure lien releases, process final payment, final labor compliance documentation, and field office demobilization. Based on these changes, the closeout process was completed at the end of January 2015.

The City is requesting additional services from PreScience Corporation for project closeout items which involves seeking final reimbursement and submission of final closeout documents to multiple federal and state funding partners. It is estimated that services from PreScience Corporation will be necessary for an additional five (5) months on an as-needed basis.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: February 19, 2015

FISCAL IMPACT

Project costs, including the cost of Project and Construction Management Services, are eligible for reimbursement. Additional funding for Amendment No. 2 is within the project budget for Project and Construction Management Services. Local funds are needed to make initial payments, but will be reimbursed by our funding partners.



Thaddeus McCormack
City Manager

Attachment:
Contract Amendment No. 2



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

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

February 18, 2015

PreScience Corporation
1521 E. McFadden Avenue, Unit A
Santa Ana, CA 92705

Attention: Mr. Peter Ho

Subject: Valley View Grade Separation Project – Resident Engineer Services
Contract Amendment No. 2

Contract Amendment No. 1, which was executed by the City on June 26, 2014 was based on providing Resident Engineer services for the Valley View Grade Separation Project to the end of December 2014. The construction contract closeout with the contractor, Griffith Company was more extensive than originally anticipated. Furthermore, the resolution of all contract changes, securing lien releases and final acceptance from the contractor took longer than originally planned. Based on these changes, the closeout process was completed at the end of January 2015.

The City is requesting additional staff time for project closeout items which involves seeking final reimbursement and submission of final closeout documents to multiple federal and state funding partners. It is estimated that services from PreScience Corporation will be necessary for an additional five (5) months on an as-needed basis.

Based on the above, additional funds are necessary as shown below:

January 2015 (full time)	21 days @ 8 hrs./day x \$229.33/hr. =	\$ 38,527.44
February to May 2015 (as needed)	168 hrs. @ \$220.33/hr. =	\$ 38,527.44
Vehicle	2 months @ \$875/month =	\$ 1,750.00
Less Remaining Budget	Up to December 2014 =	\$ (22,415.00)
	Total Amendment No. 2	\$ \$56,389.88

SUBMITTED BY:
PreScience Corporation

APPROVED BY:
City of Santa Fe Springs

Signature
Peter Ho

Signature
Noe Negrete, Director of Public Works

Date

Date



City of Santa Fe Springs

City Council Meeting

February 26, 2015

NEW BUSINESS

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.

BACKGROUND

On October 27, 2011, the City Council awarded a contract to AECOM to provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project (Project). The original contract was based on construction being complete by September 2014. This was also based on the project starting in May 2012, while in fact the project started in August 2012. The construction work was completed and accepted by Council at its meeting on February 12, 2014.

Although the construction is now complete, planned post construction services are now in the process. AECOM has provided the project and construction management services for the Valley View Grade Separation Project, in conjunction with PreScience Corporation, who is providing Resident Engineer Services. The construction and contract closeout with the contractor, Griffith Company, took longer than originally anticipated. The tasks included but were not limited to, resolution of all contract changes, secure final acceptance of total cost from the contractor, secure lien releases, process final payment, final labor compliance documentation, and field office demobilization. Based on these changes, the closeout process will be completed at the end of February 2015.

Contract Amendment No. 2 is attached reflecting the contract term extension from September 30, 2014, to February 28, 2015. Additional funding is not requested as part of Contract Amendment No. 2 as AECOM expenditures are below the original budget. AECOM will assist PreScience in performing project closeout which involves seeking final reimbursement from multiple federal and state funding partners.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: February 19, 2015

FISCAL IMPACT

Project costs, including the cost of Project and Construction Management Services, are eligible for reimbursement. Funding for Project and Construction Management Services is still within the original budget. Local funds are needed to make initial payments, but will be reimbursed by our funding partners.



Thaddeus McCormack
City Manager

Attachments:

Contract Amendment No. 2
Agreement dated November 9, 2011

CONTRACT AMENDMENT No. 2
Valley View Avenue Grade Separation Project

In accordance with the Contract Agreement dated November 9, 2011 as executed by AECOM Technical Services, Inc. (AECOM), a California corporation, and the City of Santa Fe Springs (CITY), a municipal corporation, Contract Amendment No. 2 modifies the Term of the Agreement for the completion of Construction Services relating to the Valley View Avenue Grade Separation Project.

CITY OF SANTA FE SPRINGS:

Authorized Representative: Noe Negrete, Director of Public Works/City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

AECOM TECHNICAL SERVICES:

Authorized Representative: Chris Mockus, Vice-President
AECOM
Address: 999 W. Town & Country Road
Orange, CA 92868
Telephone No.: (714) 567-2501

SERVICES: CITY hereby extends the term of the agreement from September 30, 2014 to February 28, 2015. There shall be no change in Compensation under the terms of Contract Amendment No. 2. Additional time is necessary to provide project and construction management services for the project completion.

ACCEPTANCE of the terms of Contract Amendment No. 2 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

APPROVED BY:
AECOM TECHNICAL SERVICES

Signature
Noe Negrete, Director of Public Works

Signature
Chris Mockus, Vice-President

Date

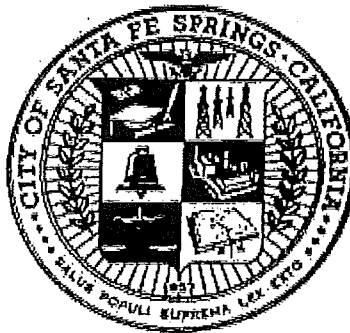
Date

AGREEMENT NO. 2011-VVGS/PMCM

**BETWEEN THE
CITY OF SANTA FE SPRINGS
& AECOM TECHNICAL SERVICES, INC.**

VALLEY VIEW AVENUE GRADE SEPARATION

**PROJECT & CONSTRUCTION
MANAGEMENT SERVICES**



November 1, 2011

DEPARTMENT OF PUBLIC WORKS

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AGREEMENT NO. 2011-VVGS/PMCM

PROJECT & CONSTRUCTION MANAGEMENT SERVICES FOR THE VALLEY VIEW AVENUE GRADE SEPARATION PROJECT

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EXHIBITS:

- Exhibit "A" – Scope of Work
- Exhibit "B" – Summary of Compensation
- Exhibit "C" – Schedule of Fees

AGREEMENT FOR PROFESSIONAL SERVICES
("Agreement")

This Agreement is effective as of this ____ day of _____, 2011, by and between the City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, CA 90670, a municipal corporation of the state of California (hereinafter referred to as "CITY"), and AECOM Technical Services, Inc., 999 Town and Country Road, Orange, CA 92868 (hereinafter referred to as "CONSULTANT"),

WITNESSETH:

WHEREAS, CITY requires CONSULTANT to provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project; and

WHEREAS, said work cannot be performed by the employees of CITY; and

WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience and is capable of performing such services; and

WHEREAS, CONSULTANT wishes to perform these services; and

WHEREAS, the City Council for CITY agreed to award a contract to CONSULTANT on October 27, 2011;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CITY and CONSULTANT and it supersedes all prior representations, understandings and communications. CITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance by CONSULTANT or to future performance of such terms or conditions and CONSULTANT obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written Amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. CITY DESIGNEE

The City Manager of CITY, or his designee, shall have the authority to act for and exercise any of the rights of CITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner reasonably satisfactory to CITY the services set forth in Exhibit A, entitled "Scope of Work," which is attached to and, by this reference, incorporated in and made a part of this Agreement.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>
Greg Heffer	Project Manager
Peter Ho	Resident Engineer
Solomon Choi	Assistant Resident Engineer
Patrick Bryan	Railroad Coordinator
Eng Yeong	Structural Engineer/Inspector

C. No person named in paragraph B of this Article, or his/her successor approved by CITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of CITY which consent shall not be unreasonably withheld. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. CITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through September 30, 2014, unless earlier terminated or extended as provided hereunder.

ARTICLE 5. MAXIMUM PAYMENT OBLIGATION

A. CONSULTANT is to be compensated under an "Actual Cost Plus Fixed Fee" contract. Compensation for CONSULTANT services will be based on actual costs using the hourly rates specified in Exhibit C (Schedule of Fees), plus overhead costs at the approved overhead rate. In addition to actual costs, CONSULTANT shall also be entitled to a Fixed Fee as defined in Subsection "B" of this Article. When Task Order(s) are issued the compensation for each Task Order will be subject to an overall cap with a not-to-exceed total budget for the Task Order, which shall include the Fixed Fee for that Task Order. CONSULTANT shall use 2011 audited hourly rates for all work performed by CONSULTANT from the effective date of this Agreement through December 31, 2011. CONSULTANT shall be entitled to a maximum adjustment of three percent (3%) in hourly rates effective January 1, 2012 and said adjusted hourly rates shall remain fixed for, and be applicable to, all work performed by CONSULTANT through December 31, 2013. CONSULTANT shall be entitled to a maximum adjustment of three percent (3%) in hourly rates effective January 1, 2014 and said adjusted hourly rates shall remain fixed for, and be applicable to, all work performed by CONSULTANT through September 30, 2014. The compensation limitations are applicable to all subcontractors as well.

B. CONSULTANT shall be entitled to receive a maximum Total Fixed Fee of THREE HUNDRED TWENTY TWO THOUSAND FORTY EIGHT DOLLARS (\$322,048) for full and complete performance of work under this Agreement. The Total Fixed Fee shall remain fixed for the duration of the contract and shall be paid by CITY in accordance with Exhibit B (Summary of Compensation). CITY and CONSULTANT mutually agree that in the event this Agreement is terminated in accordance with Article 13 of this Agreement, the obligation of CITY to CONSULTANT for payment of the Total Fixed Fee may be less than the Total Fixed Fee and will be established through negotiations between CITY and CONSULTANT.

C. Compensation paid to CONSULTANT by CITY for goods and services provided by subcontractors shall be limited to the actual amount paid by CONSULTANT to the subcontractor and subject to the limitations set forth in Subsection A of this Article. Compensation shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to CONSULTANT.

D. Notwithstanding any provisions of this Agreement to the contrary, CITY and

CONSULTANT mutually agree that CITY's maximum cumulative payment obligation for the full and complete performance of work under this Agreement shall be **FIVE MILLION NINE HUNDRED FIFTY SIX THOUSAND THREE HUNDRED NINETY NINE DOLLARS (\$5,956,399)** as shown on Exhibit B (Summary of Compensation), inclusive of the Total Fixed Fee described in Subsection "B" of this Article, and shall include full and complete compensation payable to CONSULTANT for its fixed fee, subcontracts, leases, materials, profit and all other costs arising from this Agreement. CITY will not reimburse CONSULTANT for any expenses not included on Exhibit B unless such other expenses have been authorized in writing by CITY.

ARTICLE 6. PAYMENT

For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 5, CITY shall pay CONSULTANT on a Time and Expense basis in accordance with the following provisions.

A. For each full hour of labor performed by CONSULTANT which is directly incurred by its personnel in the performance of work under this Agreement, CITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit C (Schedule of Fees).

B. Payment of the Fixed Fee associated with each Task Order issued to CONSULTANT shall be made in monthly installments beginning with the first monthly invoice for the task order until such time as the full amount of the Fixed Fee for the task order has been paid by CITY.

C. CONSULTANT shall invoice CITY on a monthly basis for payments corresponding to the labor hours expended by CONSULTANT. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be reasonably requested by CITY to substantiate the validity of an invoice. At its sole discretion, CITY may decline to make full payment for any work until such time as CONSULTANT has documented to CITY 's reasonable satisfaction, that CONSULTANT has fully completed all work required, provided that CITY shall pay undisputed amounts. CITY's payment in full for any work completed shall not constitute CITY's final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when CITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, CITY shall retain five percent (5%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by CITY and shall be paid to CONSULTANT within thirty (30) calendar days of recordation of the Notice of Completion, unless, CITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If CITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. CONSULTANT agrees to release subcontractor retention within the time permitted by law. These prompt payment provisions are required to be incorporated in all subcontract agreements issued by CONSULTANT.

E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to CITY's Department of Public Works. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. CITY shall remit payment within thirty (30) calendar days of the receipt of each invoice. Each invoice shall include the following information:

- 1) Agreement No. 2011-VVGS/PMCM; and
- 2) Specify the labor for which payment is being requested; and
- 3) The time period covered by the invoice;
- 4) Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period; and
- 5) Itemized expenses including support documentation incurred during the billing period; and
- 6) Total monthly invoice (including project-to-date cumulative invoice amount)
- 7) Monthly Progress Report; and
- 8) Certification signed by the CONSULTANT or his/her designated alternate that:
 - i.) The invoice is a true, complete and correct statement of reimbursable costs and progress; and
 - ii.) The backup information included with the invoice is true, complete and correct in all material respects; and
 - iii.) All payments due and owing to subcontractors and suppliers

have been made; and

- iv.) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and;
- v.) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice; and
- vi.) Any other information as agreed or requested by CITY to substantiate the validity of an invoice.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

AECOM Technical Services, Inc.
999 Town & Country Road
Orange, CA 92868

ATTENTION: Peter Ho, P.E.

Vice President

Tel: (323) 855 – 1670

e-mail: peter.ho@aecom.com

To CITY:

City of Santa Fe Springs
11710 Telegraph Road
P.O. Box 2120
Santa Fe Springs, CA 90604

ATTENTION: Donald K. Jensen

Director of Public Works

Tel: (562) 409 -7540

email: donjensen@santafesprings.org

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of CITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. CONSULTANT shall perform and exercise, and require its subconsultants and suppliers to perform and exercise due professional care and competence in the performance under this Contract. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of Contract, it being understood that CITY will be relying upon CONSULTANT's professional competency.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and continuously maintain in full force and affect through contract completion, insurance coverage's specified herein. Coverages shall not be subject to self-insurance provisions. Each policy shall include 10-days notice of cancellation for non-payment of a premium or for any other reasons; or, if such is not included in a policy, CONSULTANT represents that it shall provide prompt notice within five business days of cancellation to CITY. A copy of any notice of occurrences of claims under liability policies and arising out of this Agreement shall be provided to the City Attorney's office with copies to CITY's Director of Public Works. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following: Bodily Injury and Property Damage, Personal Injury and Advertising Injury, Products and completed operations. This policy must contain the following endorsements, which must be attached to the certificate of insurance:

a. It is agreed that the workers' compensation and employers' liability related exclusions in the commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

c. The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

d. Any exclusion related to the explosion, collapse, and underground hazards must be removed.

e. A waiver of subrogation in favor of the CITY, its officers, directors, employees and agents, as well as those Parties identified in the Contract Documents.

2. Business Automobile Insurance. This insurance must contain combined single

limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following: Bodily injury and property damage, any and all vehicles owned, used, rented or leased.

3. Workers' Compensation and Employers Liability insurance including coverage for, but not limited to:

a. California's statutory liability under the worker's compensation laws of the State of California with a waiver of subrogation favorable to the CITY, BNSF, the City of La Mirada, as well as those Parties identified in the Contract Documents.

b. Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee.

4. Professional Liability Insurance (PLI) including coverage for, but not limited to the following:

a. Negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for limited contractual liability.

b. CONSULTANT shall maintain PLI coverage in the amount of Five Million Dollars (\$5,000,000) per claim and in the aggregate, which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and for two (2) years following acceptance of completed project by CITY. The PLI coverage limit for Subcontractors shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

5. Railroad Protective Liability insurance naming only the Railroad as the insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. For purposes of this section, Railroad means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each. The policy shall be issued on a standard ISO form CG 00 351093 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.

- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railroad prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance policy available to CONSULTANT. Other requirements:

a. All policies where allowed by law (applying to coverage listed above) must not contain exclusions for punitive damages and certificates of insurance must reflect that no exclusion exists.

b. For Commercial General Liability and Business Automobile Liability, CONSULTANT agrees to waive its right of recovery against Railroad and CITY for all claims and suits against Railroad and CITY. In addition, its insurers (except for Commercial General Liability and Business Automobile Liability), through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad and CITY for all claims and suits. The certificate of insurance must also have attached the waiver of subrogation endorsement. CONSULTANT further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad and CITY for loss of its owned or leased property or property under CONSULTANT's care, custody or control.

c. CONSULTANT is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by CONSULTANT in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by CONSULTANT's insurance will be covered as if CONSULTANT elected not to include a deductible, self-insured retention or other financial responsibility for claims.

d. Prior to commencing the Work, CONSULTANT must furnish to Railroad and CITY a reasonably acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days (10 days for nonpayment of premium) prior to any cancellation, non-renewal, substitution or material alteration; or, if such is not provided for in a policy, CONSULTANT represents that it shall provide such notice. This cancellation provision

must be indicated on the certificate of insurance. CONSULTANT should send the certificate(s) to the following address:

BNSF Railway Company
Insurance Compliance
P.O. Box 1201 - BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

e. Any insurance policy must be written by a reputable insurance company reasonably acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized or approved to do business in the State of California.

f. CONSULTANT represents that this Agreement has been thoroughly reviewed by CONSULTANT's insurance agent(s)/broker(s), who have been instructed by CONSULTANT to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverage referenced above. Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect the current risk management practices in the railroad industry and underwriting practices in the insurance industry provided that CONSULTANT shall be reimbursed for any additional costs it incurs due to any modification of the terms herein.

g. Failure to provide evidence as required by this section will entitle, but not require, Railroad and CITY to terminate this Agreement upon ten (10) days written notice. Acceptance of a certificate that does not comply with this section will not operate as a waiver of CONSULTANT's obligations hereunder.

h. The fact that insurance (including, without limitation, self-insurance) is obtained by CONSULTANT will not be deemed to release or diminish the liability of CONSULTANT including, without limitation, liability under indemnity provisions of this Agreement. Damages recoverable by Railroad and CITY will not be limited by the amount of the required insurance coverage.

6. Subcontractor's Insurance. CONSULTANT shall cause each subcontractor to purchase and maintain insurance coverage as set forth in this Article, however CONSULTANT may permit a subcontractor to procure and maintain alternative

minimum limits of insurance coverage as recommended by the CONSULTANT and approved by CITY. However, the CONSULTANT shall be responsible and liable for any failure or deficiency by the subcontractor to comply with the insurance requirements required by CONSULTANT.

a. Prior to commencement of any work hereof, CONSULTANT shall furnish to CITY with a broker-issued insurance certificate, including an insurance company issued endorsement showing the required insurance coverage and further providing that:

1. CITY, its officers, directors, employees and the City of La Mirada have been named as additional insured on Commercial General Liability and Automobile Liability certificates and on the insurance policy endorsement with respect to performance hereunder; and

2. That coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and

3. All certificates shall state "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MODIFIED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." An endorsement to the policy shall state Thirty (30) days, or ten (10) days for non-payment of premium, prior written notice of cancellation or material change be given to CITY; or, if any policy does not provide for such notice, CONSULTANT shall provide the notice promptly to CITY.

4. Failure of CITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CITY to identify a deficiency from evidence that is provided shall not be constructed as a waiver of CONSULTANT's obligation to maintain such insurance.

5. CITY shall have the right, but not the obligation, to prohibit CONSULTANT or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by CITY.

6. Failure to maintain the insurance required shall constitute an event of default of this Agreement and shall allow CITY to terminate this Agreement upon ten (10) days written notice at CITY's option. If CONSULTANT fails to maintain the insurance as set forth herein, CITY shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.

a. "Occurrence," as used herein, means any event or related exposure to conditions, which results in bodily injury or property damage.

b. The Certificate of Insurance shall reference Agreement Number 2011-VVGS/PMCM and, Donald K. Jensen, Director of Public Works.

c. CITY shall notify CONSULTANT in writing of any changes in the requirements to insurance required to be provided by CONSULTANT. Except as set forth in this Article, any additional cost from such change shall be paid by CITY and any reduction in cost shall reduce the contract price pursuant to a change order.

d. By requiring the insurance as set out in this section, CITY does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities provided to CITY in this Agreement, or any other provision of the Contract Documents.

e. The insurance requirements set in this section are independent from all other obligations of CONSULTANT under this Agreement and apply whether or not required by any other provision of this Agreement.

f. CITY shall incorporate into CITY's contract with the prime contractor for the Project the requirement that CONSULTANT be named as an additional insured, with coverage afforded to CONSULTANT equal to the coverage that CITY requires be provided to CITY.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of CITY's Request for Proposals dated April 28, 2011; (3) CONSULTANT's technical proposal dated June 3, 2011, CONSULTANT's Final Cost Proposal dated September 6, 2011 and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, CITY may, from time to time, order a work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONSULTANT as described in Exhibit A. If any such work suspension or change causes an increase or decrease in the price of this

Agreement or in the time required for its performance, CONSULTANT shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question or fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by CITY's City Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the City Manager shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of the City Manager of CITY. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any CITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 13. TERMINATION

A. CITY may terminate this Agreement for its convenience at any time, in whole or part, including the loss of State or Federal funding that is essential to the completion of the Project, by giving CONSULTANT fourteen (14) calendar days written notice thereof. Upon said notice, CITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by CITY to be reasonably

necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Agreement.

B. CITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by CITY. CONSULTANT shall be liable for all reasonable costs incurred by CITY as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

ARTICLE 14. INDEMNIFICATION

A. CONSULTANT shall indemnify, defend and hold harmless CITY, its officers, directors, and employees from and against claims (including attorneys' fees and reasonable expenses for litigation or settlement) for loss or damages, bodily injuries, including death, damage to property to the extent caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

B. CONSULTANT shall indemnify, defend and hold harmless City of La Mirada, its officers, directors, and employees from and against claims (including attorneys' fees and reasonable expenses for litigation or settlement) for loss or damages, bodily injuries, including death, damage to or loss of use of property to the extent caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

C. CONSULTANT's obligation regarding defense under this indemnity provision shall extend only to the reimbursement of defense fees and costs to the extent caused by CONSULTANT's negligence.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written

consent of CITY. Consent by CITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. CITY hereby consents to CONSULTANT's subcontracting of portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not CITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against CITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

C. No subcontractor named in paragraph B of this Article, shall be removed or replaced by CONSULTANT, without the prior written consent of CITY. Should the services of any key subcontractor become no longer available to CONSULTANT, the qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the termination of CONSULTANT's contract with the subcontractor. CITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the replacement subcontractor.

D. CONSULTANT shall pay all subcontractors for services performed, not later than ten (10) days after receipt of each payment as required in compliance with 49 CFR Part 26.29. Any violation of this requirement will result in payment to the subcontractor a penalty of two percent (2%) of the amount due per month for every month that payment is not made.

Subcontractor Name/Address	Functions
1. Analyzer International, Inc. (UDBE) 2287 Oak Hills Drive Pittsburg, CA 94565	Construction and Structures Inspection
2. AESCO (UDBE) 17782 Georgetown Lane, Huntington Beach, CA 92647	Geotechnical Engineering
3. BetKon (UDBE) 11801 Pierce Street, 2 nd Floor Riverside, CA 92505	Community Relations

4. Coast Surveying (DBE) 15031 Parkway Loop, Ste. B Tustin, CA 92780	Surveying
5. Padilla & Associates (UBDE) 1620 N. Placentia Avenue Placentia, CA 92870	Labor Compliance
6. Sequoia Consultants (DBE) 361 W. Grove Avenue Orange, CA 92865	Material testing and Sampling
7. Safework (UDBE) 21550 Oxnard Street, Suite 570 Woodland Hills, CA 91367	Safety Compliance Monitoring

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT acknowledges that CITY has completed a pre-award audit of CONSULTANT in accordance with Caltrans Local Assistance Program Manual. CONSULTANT agrees to resolve all audit findings to the satisfaction of CITY within forty-five (45) days of issuance of the audit report. This requirement shall also apply to any audited Subcontractor.

B. CONSULTANT shall provide CITY, or other agents of CITY, such access to CONSULTANT's accounting books, records, work data, documents and facilities, as CITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by CITY. CITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflicts of interest means that due to other activities, relationships or

contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the CITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the CITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to CITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. REQUIREMENTS FOR DESIGN PROFESSIONAL SERVICES

A. All design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice surveying, engineering or architecture (as applicable) in the state of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the contract documents and who shall assume professional responsibility for the accuracy and completeness of the design and construction documents prepared or checked by them.

B. To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses which may be sustained or suffered by or secured against the City, its boards, officers, and/or employees that arise out of or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, or including its officers, employees, agents or Subcontractors, excepting only liability resulting from the negligence or willful misconduct of City or any other party for whom CONSULTANT is not legally liable.

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall exercise customary skill and care to endeavor to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations

promulgated thereunder. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on the CITY as a recipient of federal or state funds are hereby imposed on CONSULTANT including, but not limited to the cost principles (as applicable) in 48 Code of Federal Regulations Chapter 1 Part 31, and 49 Code of Federal Regulations Part 18, which are herein incorporated by this reference and made a part hereof.

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 21. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of CITY during his/her tenure in office/employment or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports, electronic files and other products and data produced under this Agreement shall be delivered to, and become the property of CITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from CITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by CITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of CITY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the performance of the project.

CONSULTANT shall comply with the policies of CITY regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes generally known to the related industry or which is required to be disclosed by operation of law shall be deemed confidential. CONSULTANT shall not use CITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of CITY.

C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be released by CONSULTANT to any other person or agency except after prior written approval by CITY, except as necessary for the performance of services under this Agreement or as may be required to be disclosed by operation of law. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by CITY unless otherwise agreed to by CONSULTANT and CITY.

ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given CITY, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate fully in the defense of any suit or claim, provided,

however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell said item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

ARTICLE 24. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints, photographs and other graphic information required to be furnished under this Agreement, shall be CITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, CITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to CITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for CITY's acceptance before approval is given for preparation of finished work.

ARTICLE 25. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONSULTANT or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-

Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at CITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the Labor Code of the state of California, the Federal Contract Work Hours and Safety Standards Act, (40 U.S.C. 327-333), and the Copeland regulations of the Secretary of Labor (29 CFR 3), which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 26. ALCOHOL AND DRUG POLICY

A. CONSULTANT agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as EXHIBIT D, and produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 28. PRIVACY ACT

CONSULTANT shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before the CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 29. STANDARD OF PERFORMANCE

A. CONSULTANT shall perform and exercise, and require its Subconsultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Contract. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that CITY will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Contract. The provisions of this paragraph shall survive termination or expiration of this Contract and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the services assigned to them. CITY shall have the right, at its sole discretion, to require the removal of CONSULTANT's personnel at any level assigned to the performance of the services at no additional fee or cost to CITY, if CITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Contract under this Article shall not be re-assigned to perform services under this Contract without CITY's prior written approval.

ARTICLE 30. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of CITY's business, including materials submitted by CONSULTANT in its proposal and during the course of performing the services under this Contract, shall

become the exclusive property of CITY and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. CITY's use and disclosure of its records are governed by this Act.

B. CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. CITY will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONSULTANT. CITY will endeavor to notify CONSULTANT of any request of the disclosure of such materials. Under no circumstances, however, will CITY be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of CITY or its officers, employees and/or CONSULTANT.

C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, CITY's sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold CITY harmless from all costs and expenses, including attorney's fees, in connection with such action.

ARTICLE 31. CONFIDENTIALITY

Except as otherwise permitted herein, CONSULTANT agrees that for and during the entire term of this Contract, any information, data, figures records, findings and the like received or generated by CONSULTANT in the performance of this Contract, shall be considered and kept as the private and privileged records of CITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of CITY. Further, upon expiration or termination of this Contract for any reason, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written CITY of CITY.

ARTICLE 32. FEDERAL FUNDING LIMITATION

CONSULTANT understands that funds to pay for performance by CONSULTANT

under this Contract are anticipated to be made available from the U.S. Department of Transportation through the Federal Highway Administration (FHWA). All funds must be approved and administered by FHWA. A portion of the obligation of CITY hereunder may be payable from funds that are appropriated and allocated by FHWA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FHWA, the CITY may terminate or suspend CONSULTANT Services without penalty. CITY shall notify CONSULTANT promptly in writing of the non-allocation, delay, or disapproval of funding.

ARTICLE 33. COMPLIANCE WITH FEDERAL LOBBYING POLICIES

CONSULTANT has certified and disclosed in their Proposal submittal, for itself and for each subconsultant, at all tiers, performing work or services on the Contract, that it will no and has not used Federal appropriated funds to pay any person organization for influencing or attempting to influence an officer or employee of the CITY, a Member Agency, any other state or Federal agency, a member of Congress, officer or an employee of Congress, or an employee of a member of Congress in connection with obtaining any Federally-funded contract, grant or any other award, covered by 31 U.S.C. 1352. CONSULTANT and subconsultants at every tier must have disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-Federal funds with respect to Federally-funded contracts, grants or awards covered under the Lobbying Disclosure Act of 1995. Such disclosures are forwarded from tier to tier up to CONSULTANT, and from CONSULTANT to the CITY.

CONSULTANT shall file a certification and disclosure, as required by 49 CFR, when any of the following covered events occur:

- A. CONSULTANT has increased, by \$25,000 or more, the amount paid or expected to be paid for influencing or attempting to influence any covered Federally-funded action;
- B. CONSULTANT has changed the person(s) or individual(s) influencing or attempting to influence a covered Federally-funded action;
- C. A subcontractor, at any tier, in an amount of \$100,000 or more is awarded by the CONSULTANT for work or services included within the scope of this Contract;
- D. An amendment to this Contract, in an amount of \$100,000 or more, is approved by the CITY.

**ARTICLE 34. SUBCONTRACTOR'S CERTIFICATION REGARDING DEBARMENT,
SUSPENSION OR INELIGIBILITY**

CONSULTANT shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in the Form entitled "Certificate of Subcontractor Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion".

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor provided the required certification.

ARTICLE 35. PERSONAL SERVICES AGREEMENT

A. During the term of this Agreement, CONSULTANT agrees that it will not enter into other contracts or perform any work without the written permission of CITY where the work may conflict with the interests of CITY as relates to this Project.


B. CONSULTANT acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that CONSULTANT may permit subcontractors to perform portions of the Scope of Work in accordance with section 2.3. All subcontractors whom CONSULTANT utilizes, however, shall be deemed to be its agents and subcontractors' performance of the Scope of Work shall not be deemed to release CONSULTANT from its obligations under this Agreement or to impose any obligation on the City to such CONSULTANT(s) or give the subcontractor any rights against the City.

C. CONSULTANT represents and agrees that it has, and shall continue to have, adequate and proper facilities and personnel to perform the services and work agreed to be performed by it hereunder; that it is duly qualified by law to perform such services and work, and that it has not employed any person to solicit or procure this Agreement and has not made, and shall not make, any payment or any other agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement.

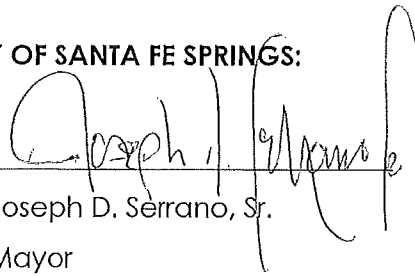
This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

AECOM Technical Services, Inc.:

BY:  11/9/11
Peter Ho
Vice President

CITY OF SANTA FE SPRINGS:

BY: 
Joseph D. Serrano, Sr.
Mayor

APPROVED AS TO FORM:

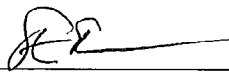
By: 
Steve Skolnik
City Attorney

EXHIBIT B
SUMMARY OF COMPENSATION

EXHIBIT B

SUMMARY OF COMPENSATION

**PROJECT & CONSTRUCTION MANAGEMENT SERVICES
VALLEY VIEW AVENUE GRADE SEPARATION PROJECT**

1. PRE-CONSTRUCTION SERVICES

For services performed in accordance with Task Order No. 1 as set forth in Exhibit A, Scope of Work, for Pre-Construction Services, CONSULTANT shall be paid as follows:

a. Estimated Cost of Direct Labor and Overhead	\$ 353,221.00
b. Estimate of all Other Direct Costs	\$ 10,515.00
c. Fixed Fee for Task Order No. 1 **	<u>\$ 16,102.00</u>

Total Not-to Exceed Compensation for Task Order No. 1 \$ 379,838.00

** The Fixed Fee shall be payable in monthly installments over a five (5) month period commencing with the effective date for Task Order No. 1.

2. CONSTRUCTION SERVICES

For services performed in accordance with Task Order No. 2 as set forth in Exhibit A, Scope of Work, for Construction Services, CONSULTANT shall be paid as follows:

a. Estimated Cost of Direct Labor and Overhead	\$ 4,803,664.00
b. Estimate of all Other Direct Costs	\$ 189,278.00
c. Fixed Fee for Task Order No. 2 **	<u>\$ 289,843.00</u>

Total Not-to Exceed Compensation for Task Order No. 2 \$ 5,282,785.00

** The Fixed Fee shall be payable in monthly installments over a twenty-eight (28) month period commencing with the effective date for Task Order No. 2.

3. POST-CONSTRUCTION SERVICES

For services performed in accordance with Task Order No. 3 as set forth in Exhibit A, Scope of Work, for Post-Construction Services, CONSULTANT shall be paid as follows:

a. Estimated Cost of Direct Labor and Overhead	\$ 267,158.00
b. Estimate of all Other Direct Costs	\$ 10,515.00
c. Fixed Fee for Task Order No. 3 **	<u>\$ 16,102.00</u>

Total Not-to-Exceed Compensation for Task Order No. 3 \$ 293,776.00

** The Fixed Fee shall be payable in monthly installments over a three (3) month period commencing with the effective date for Task Order No. 3.

SUMMARY OF COMPENSATION

For services performed in accordance with this Agreement as set forth in Exhibit A, Scope of Work, CONSULTANT shall be paid as follows:

• Total Estimated Cost of Direct Labor and Overhead	\$ 5,424,043.00
• Total Estimate of all Other Direct Costs:	\$ 210,308.00
• Total Fixed Fee	<u>\$ 322,048.00</u>

Total Maximum Compensation	\$ 5,956,399.00
----------------------------	-----------------

For those items of the work that are to be performed and compensable based on actual costs incurred, Consultant shall be paid at the rates set forth in Exhibit C (Schedule of Fees) and as set forth in this Agreement, with compensation for each task order. Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and subcontractor classifications of individuals performing such work and the applicable hourly rates.

EXHIBIT C
SCHEDULE OF FEES



AECOM 714.567 2501 tel
999 W. Town & Country Road 714.689 7349 fax
Orange, CA 92868
www.aecom.com

September 6, 2011

Mr. Donald K. Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

**Subject: Valley View Avenue Grade Separation Project
Final Cost Proposal**

Dear Mr Jensen,

Pursuant to my letter to you dated August 31, 2011, attached please find the final cost proposal submittal. I have obtained all the missing documents from the sub-consultants.

Table below indicates the documents attached in addition to the cost proposal worksheet. These documents are arranged by consultants in alphabetical order. In addition, I have included a Fixed Fee Schedule of Payment in this submittal for your use.

Consultants	Cost Proposal	Payroll Registers	Overhead Rate Audit Report	Notes
AECOM	X	X	X	
AESCO	X	X		No audit report available
Analyzer	X	X		No audit report available
Betkon	X			Newly formed firm, does not have payroll registers for employees proposed yet and does not have audit report.
Coast Surveying	X	X	X	
Padilla & Associates	X	X	X	
Safework	X	X	X	
Sequoia	X	X	X	

We appreciate the opportunity to submit this cost proposal and look forward to working with City of Santa Fe Springs on this challenging Project.

Feel free to contact me at 323-855-1670 if you have any questions or comments with the enclosed.

Thank you,

Peter Ho, PE
Vice President
AECOM Transportation

Enclosures

Cost Proposal Work Sheet

Assumptions used:

- 3) Use 2- working days per month.
- 4) For non-overtime: First 12 hours on Saturday paid as OT rate (1.5 OT), hours thereafter paid as double time (2.0 OT) rate. RE will adjust start of work week to minimize overtime.
- 5) For non-overtime rate: All hours on Sunday paid as double time (2.0 OT) if occur.
- 6) Hours for traveling cannot be allocated by month as the need for their services is "as needed". An allowance of \$50,000 (+/-) has been allocated for this task.
- 7) Hours for Survival "testing and source inspection cannot be allocated by month as the need for their services is "as needed". An allowance of \$100,000 (+/-) has been allocated for this task.
- 8) Supplemental Railroad Coordination and IT support is "as needed".
- 9) Durations for various construction changes were based on Contract Specifications and information from City of SFS

Contract 540 working days or 27 months. Add 1 more month for this cost proposal. Reason: Enlfire project completes 2.75 months after completion of RR bridge. Too aggressive.

Milestone 1: 150 working days or 8 months for Valley View detour and shoofly completion
Milestone 2: 325 working days or 16.25 months Complete RR Bridge and move train traffic onto new bridge.

9) Safety monitoring and compliance: use 2 days per week on the average.

10) DBE and Labor compliance: Use 1.5 days per week on the average.

11) Web site management and public outreach: Use 1 day per week on the average.

12) Exclude Constructability Review.

[illegible]

**Project & Construction Management (PM/CM) Services for Valley
View Avenue Grade Separation Project (City of Santa Fe Springs)**

Cost Proposal Work Sheet

Cost breakdown by Phases

Phases	Labor	ODC	Fee (6%)	Total
Pre-Construction:	353,220	10,515	16,102	379,838
Construction:	4,803,663	189,278	289,843	5,282,785
Post-Construction:	267,158	10,515	16,102	293,776
Total	5,424,041	210,309	322,048	5,956,399

Cost breakdown by Consultants

Consultants	Labor	ODC	Fee (6%)	Total
AECOM	4,579,356	174,040	274,761	5,028,157
Analyzer	316,797	12,688	19,008	348,492
Padilla & Associates	99,408	1,500	5,964	106,873
Safework	203,168	-	12,190	215,358
Betkon	99,580	2,000	5,975	107,555
Coast Surveying	46,550	657	2,793	50,000
Sequoia	56,564	13,400	-	69,964
AESCO	22,618	6,025	1,357	30,000
	5,424,041	210,309	322,048	5,956,399

City of Santa Fe Springs
Valley View Avenue Grade Separation Project

Date: 08/31/11

Fixed Fee Schedule of Payment

1. PRE-CONSTRUCTION SERVICES

Month	Amount	Deliverable
1	\$3,220	Monthly Invoice
2	\$3,220	Monthly Invoice
3	\$3,220	Monthly Invoice
4	\$3,220	Monthly Invoice
5	\$3,222	Monthly Invoice
Total	\$16,102	

2. CONSTRUCTION SERVICES

See next page for schedule of payment

3. POST-CONSTRUCTION SERVICES

Month	Amount	Deliverable
1	\$5,367	Monthly Invoice
2	\$5,367	Monthly Invoice
3	\$5,368	Monthly Invoice
Total	\$16,102	

City of Santa Fe Springs
Valley View Avenue Grade Separation Project

Date: 08/31/11

Fixed Fee Schedule of Payment

2. CONSTRUCTION SERVICES

Month	Amount	Deliverable
1	\$10,352	Monthly Invoice
2	\$10,352	Monthly Invoice
3	\$10,352	Monthly Invoice
4	\$10,352	Monthly Invoice
5	\$10,352	Monthly Invoice
6	\$10,352	Monthly Invoice
7	\$10,352	Monthly Invoice
8	\$10,352	Monthly Invoice
9	\$10,352	Monthly Invoice
10	\$10,352	Monthly Invoice
11	\$10,352	Monthly Invoice
12	\$10,352	Monthly Invoice
13	\$10,352	Monthly Invoice
14	\$10,352	Monthly Invoice
15	\$10,352	Monthly Invoice
16	\$10,352	Monthly Invoice
17	\$10,352	Monthly Invoice
18	\$10,352	Monthly Invoice
19	\$10,352	Monthly Invoice
20	\$10,352	Monthly Invoice
21	\$10,352	Monthly Invoice
22	\$10,352	Monthly Invoice
23	\$10,352	Monthly Invoice
24	\$10,352	Monthly Invoice
25	\$10,352	Monthly Invoice
26	\$10,352	Monthly Invoice
27	\$10,352	Monthly Invoice
28	\$10,339	Monthly Invoice
Total	\$289,843	

Total Fee \$322,048

AECOM

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No.: 2011-VVGS/PMCM Consultant: AECOM		Consultant Initials AECOM		
Home Office Address: 999 W. Town & Country Road, Orange, CA 92868		Location where work is to be performed: Job site and consultant's home office		
Services to be furnished: Project & Construction Management (PM/CM)		Total Amount of Proposal: \$ 5,956,398.93		
DETAILED DESCRIPTION OF COST ELEMENTS				
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost
<u>2011</u>				
Project Manager (G Hefter)	294	\$ 76.52	\$ 22,496.88	
Asst. Proj Manager (M Hultgren)	210	\$ 38.99	\$ 8,187.90	
PM Assistant (K Toan)	84	\$ 24.14	\$ 2,027.76	
Resident Engineer (P Ho)	147	\$ 91.61	\$ 13,466.67	
Asst Resident Eng (S Choi)	147	\$ 57.06	\$ 8,387.82	
<u>2012 & 2013</u>				
Project Manager (G Hefter)	1536	\$ 78.82	\$ 121,060.76	
Asst. Proj Manager (M Hultgren)	1092	\$ 40.16	\$ 43,854.39	
PM Assistant (K Toan)	1008	\$ 24.86	\$ 25,063.11	
Resident Engineer (P Ho)	3948	\$ 94.36	\$ 372,526.57	
Asst Resident Eng (S Choi)	4032	\$ 58.77	\$ 236,967.90	
Drainage/Utility Inspector (A Manalo)	1680	\$ 40.57	\$ 68,160.46	
Civil/Utility Inspector (M Guillen)	3864	\$ 56.09	\$ 216,746.44	
Civil/Utility Insp. - 1.5 OT (Allowance)	72	\$ 84.14	\$ 6,058.13	
Track Insp/RR Coordination (P Bryan)	2016	\$ 49.65	\$ 100,086.34	
Track Insp./RR Coord - 1.5 OT (Allowance)	32	\$ 74.47	\$ 2,383.01	
SWPPP Review/Monitoring (N Naderi)	197	\$ 72.94	\$ 14,370.09	
Office Engineer (F Rodriguez)	3948	\$ 53.31	\$ 210,478.93	
Admin Aide-Doc Control (J Le)	1722	\$ 19.57	\$ 33,699.54	
Senior Scheduler/Claims (J Jeon)	1008	\$ 65.67	\$ 66,198.18	
Supplemental RR Coordinator (D Boger)	88	\$ 86.04	\$ 7,571.16	
IT Specialist (F Villasenor)	138	\$ 27.31	\$ 3,768.13	
<u>2014</u>				
Project Manager (G Hefter)	660	\$ 81.18	\$ 53,578.84	
Asst. Proj Manager (M Hultgren)	588	\$ 41.36	\$ 24,322.32	
PM Assistant (K Toan)	378	\$ 25.61	\$ 9,680.63	
Resident Engineer (P Ho)	1428	\$ 97.19	\$ 138,785.96	
Asst Resident Eng (S Choi)	1344	\$ 60.53	\$ 81,358.98	
Drainage/Utility Inspector (A Manalo)	0	\$ 41.79	\$ -	
Civil/Utility Inspector (M Guillen)	840	\$ 57.78	\$ 48,532.36	
Civil/Utility Insp. - 1.5 OT (Allowance)	8	\$ 86.66	\$ 693.32	
Track Insp/RR Coordination (P Bryan)	126	\$ 51.14	\$ 6,443.06	
Track Insp./RR Coord - 1.5 OT (Allowance)	0	\$ 76.70	\$ -	
SWPPP Review/Monitoring (N Naderi)	69	\$ 75.13	\$ 5,184.17	
Office Engineer (F Rodriguez)	1344	\$ 54.91	\$ 73,801.98	
Admin Aide-Doc Control (J Le)	588	\$ 20.16	\$ 11,852.37	
Senior Scheduler/Claims (J Jeon)	273	\$ 67.64	\$ 18,466.53	


City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No.: 2011-VVGS/PMCM Consultant: AECOM		Consultant Initials AECOM		
Home Office Address: 999 W. Town & Country Road, Orange, CA 92868		Location where work is to be performed: Job site and consultant's home office		
Services to be furnished: Project & Construction Management (PM/CM)		Total Amount of Proposal: \$ 5,956,398.93		
DETAILED DESCRIPTION OF COST ELEMENTS				
Supplemental RR Coordinator (D Boger)	0	\$ 88.62	\$ -	
IT Specialist (F Villasenor)	24	\$ 28.12	\$ 674.99	
TOTAL DIRECT LABOR	34933			\$ 2,056,935.68
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost	
2011				
Project Manager (G Hefter)	122.63%	\$ 22,496.88	\$ 27,587.92	
Asst. Proj Manager (M Hultgren)	122.63%	\$ 8,187.90	\$ 10,040.82	
PM Assistant (K Toan)	122.63%	\$ 2,027.76	\$ 2,486.64	
Resident Engineer (P Ho)	122.63%	\$ 13,466.67	\$ 16,514.18	
Asst Resident Eng (S Choi)	122.63%	\$ 8,387.82	\$ 10,285.98	
2012 & 2013				
Project Manager (G Hefter)	122.63%	\$ 121,060.76	\$ 148,456.81	
Asst. Proj Manager (M Hultgren)	122.63%	\$ 43,854.39	\$ 53,778.64	
PM Assistant (K Toan)	122.63%	\$ 25,063.11	\$ 30,734.90	
Resident Engineer (P Ho)	122.63%	\$ 372,526.57	\$ 456,829.33	
Asst Resident Eng (S Choi)	122.63%	\$ 236,967.90	\$ 290,593.73	
Drainage/Utility Inspector (A Manalo)	122.63%	\$ 68,160.46	\$ 83,585.17	
Civil/Utility Inspector (M Guillen)	122.63%	\$ 216,746.44	\$ 265,796.16	
Civil/Utility Insp. - 1.5 OT (Allowance)	122.63%	\$ 6,058.13	\$ 7,429.09	
Track Insp/RR Coordination (P Bryan)	122.63%	\$ 100,086.34	\$ 122,735.87	
Track Insp./RR Coord - 1.5 OT (Allowance)	122.63%	\$ 2,383.01	\$ 2,922.28	
SWPPP Review/Monitoring (N Naderi)	122.63%	\$ 14,370.09	\$ 17,622.04	
Office Engineer (F Rodriguez)	122.63%	\$ 210,478.93	\$ 258,110.32	
Admin Aide-Doc Control (J Le)	122.63%	\$ 33,699.54	\$ 41,325.75	
Senior Scheduler/Claims (J Jeon)	122.63%	\$ 66,198.18	\$ 81,178.83	
Supplemental RR Coordinator (D Boger)	122.63%	\$ 7,571.16	\$ 9,284.51	
IT Specialist (F Villasenor)	122.63%	\$ 3,768.13	\$ 4,620.86	
2014				
Project Manager (G Hefter)	122.63%	\$ 53,578.84	\$ 65,703.74	
Asst. Proj Manager (M Hultgren)	122.63%	\$ 24,322.32	\$ 29,826.46	
PM Assistant (K Toan)	122.63%	\$ 9,680.63	\$ 11,871.35	
Resident Engineer (P Ho)	122.63%	\$ 138,785.96	\$ 170,193.23	
Asst Resident Eng (S Choi)	122.63%	\$ 81,358.98	\$ 99,770.51	
Drainage/Utility Inspector (A Manalo)	122.63%	\$ -	\$ -	
Civil/Utility Inspector (M Guillen)	122.63%	\$ 48,532.36	\$ 59,515.23	
Civil/Utility Insp. - 1.5 OT (Allowance)	122.63%	\$ 693.32	\$ 850.22	
Track Insp/RR Coordination (P Bryan)	122.63%	\$ 6,443.06	\$ 7,901.12	
Track Insp./RR Coord - 1.5 OT (Allowance)	122.63%	\$ -	\$ -	

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No.: 2011-VVGS/PMCM Consultant: AECOM		Consultant Initials AECOM	
Home Office Address: 999 W. Town & Country Road, Orange, CA 92868		Location where work is to be performed: Job site and consultant's home office	
Services to be furnished: Project & Construction Management (PM/CM)		Total Amount of Proposal: \$ 5,956,398.93	
DETAILED DESCRIPTION OF COST ELEMENTS			
SWPPP Review/Monitoring (N Naderi)	122.63%	\$ 5,184.17	\$ 6,357.35
Office Engineer (F Rodriguez)	122.63%	\$ 73,801.98	\$ 90,503.36
Admin Aide-Doc Control (J Le)	122.63%	\$ 11,852.37	\$ 14,534.57
Senior Scheduler/Claims (J Jeon)	122.63%	\$ 18,466.53	\$ 22,645.51
Supplemental RR Coordinator (D Boger)	122.63%	\$ -	\$ -
IT Specialist (F Villasenor)	122.63%	\$ 674.99	\$ 827.74
TOTAL LABOR OVERHEAD			\$ 2,522,420.23
3 TRAVEL			Estimated Cost
a. None			
TOTAL TRAVEL COST:			\$ -
4 SUBCONSULTANTS			
a. AESCO			\$ 30,000.00
b. Analyzer			\$ 348,492.07
c. Betkon			\$ 107,554.80
d. Coast Surveying			\$ 50,000.00
e. Padilla & Associates			\$ 106,872.70
f. Safework			\$ 215,358.45
g. Sequola			\$ 69,964.00
TOTAL SUBCONSULTANTS:			\$ 928,242.02
5 OTHER DIRECT COSTS (itemize on Page 4 of 4)			\$ 174,040.00
6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2)			\$ 4,579,355.91
7 FEE (6% of Item 6)			\$ 274,761.00
(Total of Item 3 to 7) TOTAL ESTIMATED COST AND FEE:			\$ 5,956,398.93

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No.: 2011-VVGS/PMCM Consultant: AECOM				CONTRACT PRICING PROPOSAL	
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
5	DESCRIPTIONS				
a	Field Office (Provided by City)	Ea	1	\$0.00	\$ -
b	Field Office Janitorial	Months	32	\$200.00	\$ 6,400.00
c	Field Office Water Supply	Months	34	\$50.00	\$ 1,700.00
d	Field Office Land Line Phones (4 Line)	Months	34	\$130.00	\$ 4,420.00
e	Field Office Utilities (to be paid by City)	Months	34	\$0.00	\$ -
f	Field office Alarm (Security System)	Months	34	\$75.00	\$ 2,550.00
g	Field Office Furnishings	LS	1	\$3,000.00	\$ 3,000.00
h	Lease Copy Machine w/scanning capability	Months	34	\$700.00	\$ 23,800.00
i	DSL line	Months	34	\$80.00	\$ 2,720.00
j	Computer Hardware (with Window 7 Pro.)	Ea	5	\$1,700.00	\$ 8,500.00
k	Computer Software (Microsoft Office Pro)	Ea	5	\$400.00	\$ 2,000.00
l	Software (Adobe Acrobat)- Standard	Ea	3	\$200.00	\$ 600.00
m	Software (Contract Mgr)- 3 licensed users, Hosting, Maintenance, and set up	Ea	3	\$2,500.00	\$ 7,500.00
n	Computer Networking	LS	1	\$1,500.00	\$ 1,500.00
o	Field and Safety Equipment	LS	1	\$500.00	\$ 500.00
p	Digital Camera	Ea	3	\$200.00	\$ 600.00
q	Cell Phone	Months	32	\$0.00	\$ -
r	Field Office Supplies (Paper, binder, etc)	Months	34	\$100.00	\$ 3,400.00
s	Express Delivery Services	Ea	30	\$20.00	\$ 600.00
t	Work Trucks (RE, ARE and Inspectors only)	Months	118	\$875.00	\$ 103,250.00
u	Mileage (For PM and his staff)	Miles	0	\$0.50	\$ -
v	Misc ODC	LS	1	\$1,000.00	\$ 1,000.00
TOTAL OTHER DIRECT COSTS:					\$174,040.00
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31). 2) All items will be paid based on receipts except item (i), which is a negotiated monthly cost.					
Consultant Name:  _____ Signature				Date Prepared: August 31, 2011 _____	
8/31/2011 _____ Date					
Peter Ho _____ Print Name				Vice-President _____ Print Title	

AESCO

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No. 2011-VVGS/PMCM Consultant: AESCO Inc.		Consultant Initials		Page 1 of 2
Home Office Address: 18772 Georgetown Lane Huntington Beach, CA 92648		Location where work is to be performed: Valley View Ave, Santa Fe Springs		
Services to be furnished: Inspection and Testing Services		Total Amount of Proposal: \$30,000		
DETAILED DESCRIPTION OF COST ELEMENTS				
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost
2012 & 2013				
SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.)	20	\$ 61.80	\$ 1,236.00	
Sr. Mat Engineer (Russ Scharlin)	25	\$ 42.92	\$ 1,073.00	
Project Manager (Debra Perez)	8	\$ 50.13	\$ 401.04	
Field Engineer (Omar Chamaa, EIT)	40	\$ 29.51	\$ 1,180.38	
CAD Engineer (Mohamad Majdani)	8	\$ 23.69	\$ 189.52	
Clerical (Word Processing, Editing, etc) (Kenia Casillas)	12	\$ 13.39	\$ 160.68	
Senior Deputy Inspector (Jess Lim)	30	\$ 46.35	\$ 1,390.50	
Laboratory Technician	80	\$ 21.63	\$ 1,730.40	
Field Inspector	40	\$ 40.17	\$ 1,606.80	
2014				
SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.)	1	\$ 63.65	\$ 63.65	
Sr. Mat Engineer (Russ Scharlin)	1	\$ 44.21	\$ 44.21	
Project Manager (Debra Perez)	1	\$ 51.63	\$ 51.63	
Field Engineer (Omar Chamaa, EIT)	1	\$ 30.39	\$ 30.39	
CAD Engineer (Mohamad Majdani)	1	\$ 24.40	\$ 24.40	
Clerical (Word Processing, Editing, etc) (Kenia Casillas)	1	\$ 13.79	\$ 13.79	
Senior Deputy Inspector (Jess Lim)	1	\$ 47.74	\$ 47.74	
Laboratory Technician	1	\$ 22.28	\$ 22.28	
Field Inspector	1	\$ 41.38	\$ 41.38	
TOTAL DIRECT LABOR	272			\$ 9,307.80
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost	
2012 & 2013				
SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.)	143.00%	\$ 1,236.00	\$ 1,767.48	
Sr. Mat Engineer (Russ Scharlin)	143.00%	\$ 1,073.00	\$ 1,534.39	
Project Manager (Debra Perez)	143.00%	\$ 401.04	\$ 573.49	
Field Engineer (Omar Chamaa, EIT)	143.00%	\$ 1,180.38	\$ 1,687.94	
CAD Engineer (Mohamad Majdani)	143.00%	\$ 189.52	\$ 271.01	
Clerical (Word Processing, Editing, etc) (Kenia Casillas)	143.00%	\$ 160.68	\$ 229.77	
Senior Deputy Inspector (Jess Lim)	143.00%	\$ 1,390.50	\$ 1,988.42	
Laboratory Technician	143.00%	\$ 1,730.40	\$ 2,474.47	
Field Inspector	143.00%	\$ 1,606.80	\$ 2,297.72	
2014				
SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.)	143.00%	\$ 63.65	\$ 91.03	
Sr. Mat Engineer (Russ Scharlin)	143.00%	\$ 44.21	\$ 63.22	
Project Manager (Debra Perez)	143.00%	\$ 51.63	\$ 73.84	
Field Engineer (Omar Chamaa, EIT)	143.00%	\$ 30.39	\$ 43.46	
CAD Engineer (Mohamad Majdani)	143.00%	\$ 24.40	\$ 34.89	
Clerical (Word Processing, Editing, etc) (Kenia Casillas)	143.00%	\$ 13.79	\$ 19.72	
Senior Deputy Inspector (Jess Lim)	143.00%	\$ 47.74	\$ 68.27	
Laboratory Technician	143.00%	\$ 22.28	\$ 31.86	
Field Inspector	143.00%	\$ 41.38	\$ 59.17	
TOTAL LABOR OVERHEAD				\$ 13,310.15
3 TRAVEL			Estimated Cost	
a. Mileage			\$ 775.00	
TOTAL TRAVEL COST:				\$ 775.00
4 SUBCONSULTANTS				
TOTAL SUBCONSULTANTS:				\$ -
5 OTHER DIRECT COSTS (Itemize on Page 2 of Form)				\$ 5,250.00
6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2)				\$ 22,618
7 FEE (6% of Item 6)				\$ 1,357
(Total of Item 3 to 7) TOTAL ESTIMATED COST AND FEE:				\$ 30,000

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No. 2011-VVGS/PMCM Consultant: AESCO Inc.			CONTRACT PRICING PROPOSAL		Page 2 of 2
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
5	DESCRIPTIONS				
a	Material Testing, Vehicle, Equipment as per Fees Schedule	Month	5	\$1,050.00	\$ 5,250.00
b					
c					
d					
e					
f					
g					
h					
i					
j					
k					
l					
m					
n					
o					
p					
q					
r					
s					
t					
u					
v					
TOTAL OTHER DIRECT COSTS:					\$5,250.00
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
Consultant Name: _____ <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="text-align: center;"> Signature Adam Chamaa Print Name </div> <div style="text-align: center;"> 9/6/2011 Date Vice President Print Title </div> </div>				Date Prepared: August 29, 2011	

FEE SCHEDULE

MATERIALS TESTING/LABORATORY CHARGES

Compaction Tests	\$18/ea
Review Concrete Mix Design by Others	\$150/ea
Concrete Cylinder Compression Test	\$25/ea
Concrete Cylinder Held in Reserve, Curing	\$25/ea
Cube Prism Compression	\$25/ea
Linear or Volumetric Shrinkage	\$70/test
Moisture Density Relationship	\$165/test

LABORATORY TEST CHARGES

Atterberg Limits	\$110/test
Percent Passing No. 200	\$65/test
Unconfined Compression	\$90/test
Consolidation Test Without Rebound	\$210/test
Consolidation Test With Rebound	\$270/test
Direct Shear Test	\$95/point
Linear or Volumetric Shrinkage	\$70/test
Unit Weight, including Moisture Content	\$15/test
Moisture Content	\$5/test
Hydrometer Analysis	\$135/test
Sieve Analysis	\$85/test
Unit Weight including Lightweight Concrete	\$65/test
Core Compression including Trimming (ASTM C39)	\$40/test
6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM523)	\$60/test
6" x 6" x 18" Flexural Beams (CTM 523)	\$75/test
Modified Proctor	\$165/test
Expansion Index	\$115/test
R Value	\$265/test
Cylinders: Splitting Tensile Strength (ASTM C496)	\$75/test
Modulus of Elasticity Test (ASTM C469)	\$125/test
Diamond Sawing of Core or Cylinders (ASTM C642)	\$20/test
Coring of Test Panel in Lab (Each)	\$20/test
Expansion Index (ASTM D4829, UBC 18-2)	\$140/test
Maximum Density Method A/B/C (ASTM D1557, CTM 216)	\$145/test
Maximum Density: Check Point (ASTM D1557)	\$55/test
Maximum Density: AASHTO C (Modified)(AASHTO T-180)	\$175/test
Moisture Content (ASTM D2216, CTM 226)	\$20/test
Moisture and Density : Ring Sample (ASTM D2937)	\$25/test
Moisture and Density : Shelby Tube Sample (ASTM D2937)	\$35/test
Organic Impurities (ASTM C40)	\$75/test
Sand Equivalent (ASTM D2419, CTM 217)	\$110/test
Specific Gravity and Absorption: Coarse (ASTM C136, CTM 202)	\$85/test
Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$150/test
Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$95/test
Voids in Aggregate (ASTM C290)	\$70/test

Soil Classification	\$20/test
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ASPHALT

Bulk Specific Gravity Of Compacted Sample. Or Core: (CTM 308 and ASTM D2726)	\$40/test
Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated CTM 308 and ASTM D 1188)	\$110/test
Extraction: % Bilumen (ASTM D6306, CTM 382)	\$145/test
Extraction: % Bilumen and Gradation (CTM 382, ASTM D6507, STM D5444, and CTM 202)	\$175/test
Moisture Content (CTM370)	\$75/test
HVEEM Stabilometer Test with Mixing (CT 304, 366, ASTM D1560)	\$295/test
Maximum Lab Density Marshall (ASTM D1559 and D561)	\$195/test
Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$90/test
Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$150/test

FIELD ANALYSIS

Soil Borings Drilled with Hollow Stem Auger Drill Rig	\$270/hour
Backfill Boreholes with Bentonite	\$37/bag
Drumming and Disposal of Cuttings	\$300/drum

OTHER CHARGES

PID/FID Usage	\$75/day
Coring Machine Usage (includes technician)	\$125/hr
Anchor load test equipment (includes technician)	\$25/hr
Hand Auger Equipment	\$125/day
Inclinometer Usage	\$35 /hr
Vapor Emission Kits	\$90 /kit
Level D Personal Protective Equipment (per person per day)	\$40/p/d
Rebar Locator (Pachometer)	\$10/hr
Nuclear Density Gauge Usage	\$15/hr
Field Vehicle Usage	\$55/day
Skidmore	\$35/hr
Torque Wrench, Small	\$15 /hr
Torque Wrench, Large	\$20 /hr
Torque Multiplier	\$35 /hr
Air Meter	\$35 /hr
Portable Concrete Laboratory – not including technician(s)	\$395/day
Brass Mold	\$20 /ea
Pull Test Equipment	\$50 /hr
Concrete/Asphalt Coring Equipment	\$110 /hr
Pachometer	\$50 /hr
Schmidt Hammer	\$20 /hr
Fireproofing Adhesion/Cohesion	\$15 /per test
Ultrasonic Equipment and Consumables	\$55 /hr
Magnetic Particle Equipment and Consumables	\$25 /hr
Liquid Penetrating Consumables	\$20 /hr
Direct Project Expenses	Cost plus 15%

NOTES

- All tests not listed can be performed at either a quoted price or on an hourly basis.
- Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the rates listed above.
- All labor rates are charged on actual hours worked. Minimum of four hours will be charged per service call and 8 hrs thereafter.
- Overtime rates at (identify 1.5) times the regular rates will be charged for work performed outside the 8 hrs shift.

Analyzer International

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No. 2011-VVGS/PMCM Consultant: Analyzer International Inc.		Consultant Initials All		Page 1 of 2
Home Office Address: 30262 Crown Valley Pkwy, Suite B527, Laguna Niguel CA 92677		Location where work is to be performed: Valley View Avenue Grade Separation		
Services to be furnished: Construction Support Services		Total Amount of Proposal: \$348,492		
DETAILED DESCRIPTION OF COST ELEMENTS				
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost
<u>2012 & 2013</u>				
Eng Yeong, Structure Rep/Inspector	2268	\$ 61.80	\$ 140,162.40	
<u>2014</u>	168	\$ 63.65	\$ 10,693.20	
			\$ -	
			\$ -	
			\$ -	
TOTAL DIRECT LABOR	2436			\$ 150,855.60
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost	
<u>2012 & 2013</u>				
Eng Yeong, Structure Rep/Inspector	110.00%	\$ 140,162.40	\$ 154,178.64	
		\$ -	\$ -	
<u>2014</u>	110.00%	\$ 10,693.20	\$ 11,762.52	
		\$ -	\$ -	
TOTAL LABOR OVERHEAD				\$ 165,941.16
3 TRAVEL			Estimated Cost	
a.				
b.				
TOTAL TRAVEL COST:				\$ -
4 SUBCONSULTANTS				
TOTAL SUBCONSULTANTS:				\$ -
5 OTHER DIRECT COSTS (itemize on Page 2 of Form)				\$ 12,687.50
6 TOTAL DIRECT LABOR AND OVERHEAD				\$ 316,796.76
7 FEE (6%)				\$ 19,007.81
TOTAL ESTIMATED COST AND FEE:				\$ 348,492.07

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No. 2011-VVGS/PMCM Consultant: Analyzer International Inc.		CONTRACT PRICING PROPOSAL		Page 2 of 2	
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
5	DESCRIPTIONS				
a	Work Truck (Example)	Month	14.5	\$875.00	\$ 12,687.50
b					
c					
d					
e					
f					
g					
h					
i					
j					
k					
l					
m					
n					
o					
p					
q					
r					
s					
t					
u					
v					
TOTAL OTHER DIRECT COSTS:					\$12,687.50
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
Consultant Name: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> Signature ENG YEONG Print Name </div> <div style="text-align: center;"> Date 8/24/2011 Principal Print Title </div> </div>				Date Prepared: <div style="text-align: center;"> 8/24/2011 </div>	

BETKON

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL**

Contract No. 2011-VVGS/PMCM		Consultant Initials HM		Page 1 of 2	
Consultant: BETKON					
Home Office Address: 11801 Pierce Street, Riverside, CA 92505		Location where work is to be performed: Valley View Grade Separation			
Services to be furnished: Public Outreach		Total Amount of Proposal: \$107,555			
DETAILED DESCRIPTION OF COST ELEMENTS					
1 LABOR (specify function / title)	Estimated Hours	Billing Rate per Hour	Estimated Cost	Total Estimated Cost	
<u>2012 & 2013</u>					
PR Manager (Dennis Green)	184	\$ 135.00	\$ 24,840.00		
PR Administrator (Heather McGuffin)	736	\$ 55.00	\$ 40,480.00		
Web Administrator (John Robles 1099)	200	\$ 85.00	\$ 17,000.00		
<u>2014</u>					
PR Manager (Dennis Green)	40	\$ 135.00	\$ 5,400.00		
PR Administrator (Heather McGuffin)	160	\$ 55.00	\$ 8,800.00		
Web Administrator (John Robles 1099)	36	\$ 85.00	\$ 3,060.00		
TOTAL DIRECT LABOR	1356			\$ 99,580.00	
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost		
<u>2012 & 2013</u>					
Note: BetKon is a newly formed firm and does not have an audited overhead rate. The firm has only one active contract with SANBAG. The above rates reflect those rates proposed and approved by SANBAG. To date Betkon has only run payroll for one employee for the SANBAG project and they do not include Heather McGuffin or Dennis Green. BetKon has an estimate of an overhead of 100% for full time employees. Offer letters are on file for Dennis Green for a base rate of \$75 per hour. Heather McGuffin's base rate is \$26 / hour. John Robles is a 1099 staff and is pass through rates only. No escalation is requested.					
				\$ -	
3 TRAVEL			Estimated Cost		
a. None					
TOTAL TRAVEL COST:				\$ -	
4 SUBCONSULTANTS					
TOTAL SUBCONSULTANTS:				\$ -	
5 OTHER DIRECT COSTS (itemize on Page 2 of Form)				\$ 2,000.00	
6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2)				\$ 99,580.00	
7 FEE (6% of Item 6)				\$ 5,974.80	
TOTAL ESTIMATED COST AND FEE:				\$ 107,554.80	

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**


Contract No. 2011-VVGS/PMCM Consultant: BETKON		CONTRACT PRICING PROPOSAL		Page 2 of 2	
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
s	DESCRIPTIONS				
a	Specialized Printing as needed	LS	1	\$2,000.00	\$ 2,000.00
b					
c					
d					
e					
f					
g					
h					
i					
j					
k					
l					
m					
n					
o					
p					
q					
r					
s					
t					
u					
v					
TOTAL OTHER DIRECT COSTS:					\$2,000.00
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
Consultant Name: <u>Heather McGuffin</u> Signature Date <u>8/26/2011</u> <u>Heather McGuffin</u> President Print Name Print Title				Date Prepared: <u>August 26, 2011</u>	

BetKon

Note: BetKon is a newly formed firm and does not have an audited overhead rate. The firm has only one active contract with SANBAG. The above rates reflect those rates proposed and approved by SANBAG. To date Betkon has only run payroll for one employee for the SANBAG project and they do not include Heather McGuffin or Dennis Green. BetKon has an estimate of an overhead of 100% for full time employees. Offer letters are on file for Dennis Green for a base rate of \$75 per hour. Heather McGuffin's base rate is \$26 / hour. John Robles is a 1099 staff and is pass through rates only. No escalation is requested.

Coast Surveying

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL**

Contract No. 2011-VVGS/PMCM Consultant: Coast Surveying, Inc.		Consultant Initials: 		Page 1 of 2
Home Office Address: 15031 Parkway Loop, #B, Tustin, CA 92780 Services to be furnished: Surveying		Location where work is to be performed: Tustin Total Amount of Proposal: \$50,000		
DETAILED DESCRIPTION OF COST ELEMENTS				
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost
<u>2012 & 2013</u>				
Project Manager (Ruel del Castillo, PLS)	10	\$ 65.92	\$ 659.20	
Project Surveyor (Ken Kasbohm, PLS)	40	\$ 49.78	\$ 1,991.20	
Survey Analyst (Neil Darling)	24	\$ 40.17	\$ 964.08	
Survey Party Chief (Rod Relter)	160	\$ 44.69	\$ 7,150.40	
Survey Chainman (Joe Zimmerman)	160	\$ 38.69	\$ 6,190.40	
<u>2014</u>				
Project Manager (Ruel del Castillo, PLS)	4	\$ 67.90	\$ 271.59	
Project Surveyor (Ken Kasbohm, PLS)	8	\$ 51.27	\$ 410.19	
Survey Analyst (Neil Darling)	6	\$ 41.38	\$ 248.28	
Survey Party Chief (Rod Relter)	40	\$ 46.03	\$ 1,841.20	
Survey Chainman (Joe Zimmerman)	40	\$ 39.85	\$ 1,594.00	
TOTAL DIRECT LABOR	492			\$ 21,320.54
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost	
<u>2012 & 2013</u>				
Project Manager (Ruel del Castillo, PLS)	163.81%	\$ 659.20	\$ 1,079.84	
Project Surveyor (Ken Kasbohm, PLS)	163.81%	\$ 1,991.20	\$ 3,261.78	
Survey Analyst (Neil Darling)	163.81%	\$ 964.08	\$ 1,579.26	
Survey Party Chief (Rod Relter)	163.81%	\$ 7,150.40	\$ 11,713.07	
Survey Chainman (Joe Zimmerman)	163.81%	\$ 271.59	\$ 444.89	
<u>2014</u>				
Project Manager (Ruel del Castillo, PLS)	163.81%	\$ 271.59	\$ 444.89	
Project Surveyor (Ken Kasbohm, PLS)	163.81%	\$ 410.19	\$ 671.93	
Survey Analyst (Neil Darling)	163.81%	\$ 248.28	\$ 406.71	
Survey Party Chief (Rod Relter)	163.81%	\$ 1,841.20	\$ 3,016.07	
Survey Chainman (Joe Zimmerman)	163.81%	\$ 1,594.00	\$ 2,611.13	
TOTAL LABOR OVERHEAD				\$ 25,229.57
3 TRAVEL			Estimated Cost	
a.				
TOTAL TRAVEL COST:				\$ -
4 SUBCONSULTANTS				
TOTAL SUBCONSULTANTS:				\$ -
5 OTHER DIRECT COSTS (Itemize on Page 2 of Form)				\$ 656.89
6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2)				\$ 46,550.11
7 FEE (6% of Item 6)				\$ 2,793.00
TOTAL ESTIMATED COST AND FEE:				\$ 50,000.00

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No. 2011-VVGS/PMCM Consultant: Coast Surveying, Inc.				CONTRACT PRICING PROPOSAL		Page 2 of 2	
SUPPORTING SCHEDULE							
ITEM NO.		ITEM DESCRIPTION				ESTIMATED COST	
S	DESCRIPTIONS	Unit	Quantity	Unit Cost			
a	GPS unit	1	4	\$100.00	\$	400.00	
b	Misc cost				\$	256.89	
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
r							
s							
t							
u							
v							
TOTAL OTHER DIRECT COSTS:						\$656.89	
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)							
Consultant Name: <u>Ruel del Castillo</u> Signature: <u>[Signature]</u> Date: <u>8/24/2011</u> Print Name: <u>Ruel del Castillo</u> President Print Title: <u>President</u>					Date Prepared: <u>August 24, 2011</u>		

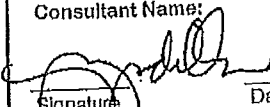
Padilla & Associates

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No. 2011-VVGS/PMCM Consultant: Padilla & Associates, Inc.		Consultant Initials VM		Page 1 of 2	
Home Office Address: 211 E. City Place Drive, Santa Ana, CA 92705		Location where work is to be performed: Padilla & Associates, Corporate Office			
Services to be furnished: Labor Compliance Monitoring		Total Amount of Proposal: \$106,873			

DETAILED DESCRIPTION OF COST ELEMENTS				
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost
<u>2012 & 2013</u>				
Project Manager (Veronica Martinez)	176	\$ 61.89	\$ 10,893.12	
Sr. Labor Analyst (Chris Icamen)	688	\$ 33.22	\$ 22,853.64	
<u>2014</u>				
Project Manager (Veronica Martinez)	56	\$ 63.75	\$ 3,569.82	
Sr. Labor Analyst (Chris Icamen)	224	\$ 34.22	\$ 7,664.52	
TOTAL DIRECT LABOR				\$ 44,981.09
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost	
<u>2012 & 2013</u>				
Project Manager (Veronica Martinez)	121.00%	\$ 10,893.12	\$ 13,180.67	
Sr. Labor Analyst (Chris Icamen)	121.00%	\$ 22,853.64	\$ 27,652.90	
<u>2014</u>				
Project Manager (Veronica Martinez)	121.00%	\$ 3,569.82	\$ 4,319.48	
Sr. Labor Analyst (Chris Icamen)	121.00%	\$ 7,664.52	\$ 9,274.07	
TOTAL LABOR OVERHEAD				\$ 54,427.12
3 TRAVEL			Estimated Cost	
a. Yes - to Project site & back (2 x month) Field Interviews			\$ 1,500.00	
b.				
TOTAL TRAVEL COST:				\$ 1,500.00
4 SUBCONSULTANTS				
None				
TOTAL SUBCONSULTANTS:				\$ -
5 OTHER DIRECT COSTS (itemize on Page 2 of Form)				\$ -
6 TOTAL DIRECT LABOR AND OVERHEAD				\$ 99,408.21
7 FEE (6%)				\$ 5,964.49
TOTAL ESTIMATED COST AND FEE:				\$ 106,872.70

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

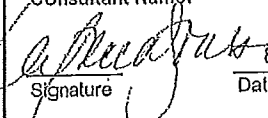
Contract No. 2011-VVGS/PMCM Consultant: Padilla & Associates, Inc.				CONTRACT PRICING PROPOSAL		Page 2 of 2	
SUPPORTING SCHEDULE							
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST		
5	DESCRIPTIONS						
a	None	Month		\$0.00	\$ -		
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
r							
s							
t							
u							
v							
TOTAL OTHER DIRECT COSTS:					\$0.00		
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)							
Consultant Name:  Signature: _____ Date: <u>8/25/11</u> Print Name: <u>Raul Padilla</u> Print Title: <u>President</u>					Date Prepared: <u>8/25/11</u>		

Safework, Inc.

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No. 2011-VVGS/PMCM Consultant: Safework, Inc.		Consultant Initials		Page 1 of 2	
Home Office Address: 21550 Oxnard Street, Suite 570 Woodland Hills CA 91367		Location where work is to be performed:			
Services to be furnished: Safety oversight		Total Amount of Proposal: \$215,358			
DETAILED DESCRIPTION OF COST ELEMENTS					
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost	
<u>2012 & 2013</u>					
Robert Renteria	1472	\$ 45.00	\$ 66,240.00		
<u>2014</u>	352	\$ 46.35	\$ 16,315.20		
Robert Renteria			\$ -		
			\$ -		
			\$ -		
TOTAL DIRECT LABOR	1824			\$ 82,555.20	
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost		
<u>2012 & 2013</u>					
Robert Renteria	146.10%	\$ 66,240.00	\$ 96,776.64		
<u>2014</u>	146.10%	\$ 16,315.20	\$ 23,836.51		
Robert Renteria					
TOTAL LABOR OVERHEAD				\$ 120,613.15	
3 TRAVEL			Estimated Cost		
a.					
b.					
TOTAL TRAVEL COST:				\$ -	
4 SUBCONSULTANTS					
TOTAL SUBCONSULTANTS:				\$ -	
5 OTHER DIRECT COSTS (itemize on Page 2 of Form)				\$ -	
6 TOTAL DIRECT LABOR AND OVERHEAD				\$ 203,168.35	
7 FEE (6% of Item 6)				\$ 12,190.10	
TOTAL ESTIMATED COST AND FEE:				\$ 215,358.45	

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No. 2011-VVGS/PMCM Consultant: Safework, Inc.		CONTRACT PRICING PROPOSAL		Page 2 of 2	
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
5	DESCRIPTIONS				
a	vehicle, cell phone included in OH rate				
b					
c					
d					
e					
f					
g					
h					
i					
j					
k					
l					
m					
n					
o					
p					
q					
r					
s					
t					
u					
v					
TOTAL OTHER DIRECT COSTS:					\$0.00
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
Consultant Name:  Signature Rebecca Jones Print Name				Date Prepared: August 25, 2011 <hr/>	
Date 8/25/2011 President and CEO Print Title					

Sequoia Consultants

SEQUOIA Consultants

Engineers, Inspectors and Testing Labs

August 24, 2011

Peter Ho, PE
AECOM
999 Town & Country Road
Orange, CA 92868

RE: **Cost Proposal
Valley View Grade Separation Project
City of Santa Fe Springs**

Dear Peter,

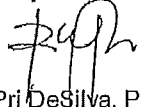
Pursuant to your request, an explanation is provided herein for the basis of two cost proposals submitted for the above references project.

We have submitted a cost proposal based on the direct labor, subjected to our overhead rate and 6% fee offered by the City. An overhead rate of 149%, significantly less than our audited rate of 221% that we are entitled to, is utilized in the cost proposal since we have adopted this rate for public sector clients across the board in fairness of our charges.

We have also provided the City with a cost proposal based on all inclusive fixed rates, which include the overhead rate, fee and all Other Direct Costs (ODC) that apply to labor rates. This option yields a lower labor rate than the option discussed above, allowing more labor hours to be provided for the same budget figure. Therefore, the cost proposal based on fixed rates is recommended.

Please contact us for any questions.

Respectfully submitted,
Sequoia Consultants, Inc.

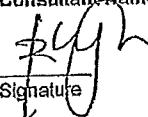


Pri DeSilva, PE
President

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

Contract No. 2011-VVGS/PMCM Consultant: Sequola Consultants, Inc.		Consultant Initials PD		Page 1 of 2	
Home Office Address: 361 W. Grove Avenue, Orange, CA 92865		Location where work is to be performed: Jobsite and Offsite Fabrication Plants			
Services to be furnished: Materials Testing Services		Total Amount of Proposal: \$69,964			
DETAILED DESCRIPTION OF COST ELEMENTS					
1 LABOR (specify function / title)	Estimated Hours	Estimated Rate per Hour	Estimated Cost	Total	Estimated Cost
<u>2012 & 2013</u>					
Materials Engineer (Pri DeSilva)	40	\$ 140.00	\$ 5,600.00		
Source Inspector (John Laird)	160	\$ 103.00	\$ 16,480.00		
Source Inspector - NDT (John Laird)	32	\$ 112.00	\$ 3,584.00		
Materials Tester (Steve Perez)	300	\$ 103.00	\$ 30,900.00		
<u>2014</u>			\$ -		
			\$ -		
TOTAL DIRECT LABOR	532				\$ 56,564.00
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost		
TOTAL LABOR OVERHEAD					\$ -
3 TRAVEL			Estimated Cost		
a. Out of State Fabrication Plants			\$ 2,500.00		
b. Per Diem			\$ 1,200.00		
TOTAL TRAVEL COST:					\$ 3,700.00
4 SUBCONSULTANTS					
TOTAL SUBCONSULTANTS:					\$ -
5 OTHER DIRECT COSTS (itemize on Page 2 of Form)					\$ 9,700.00
6 TOTAL DIRECT LABOR AND OVERHEAD					\$ 56,564.00
7 FEE (6% of Item 6)					
TOTAL ESTIMATED COST AND FEE:					\$ 69,964.00

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No. 2011-VVGS/PMCM Consultant: Sequoia Consultants, Inc.			CONTRACT PRICING PROPOSAL		Page 2 of 2
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
S	DESCRIPTIONS				
a	Laboratory Testing	LS	1	\$9,700.00	\$ 9,700.00
b					
c					
d					
e					
f					
g					
h					
i					
j					
k					
l					
m					
n					
o					
p					
q					
r					
s					
t					
u					
v					
TOTAL OTHER DIRECT COSTS:					\$9,700.00
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
Consultant Name:  Signature Pri DeSilva, PE Print Name				Date Prepared: August 24, 2011 Date President Print Title	

**SCHEDULE OF FEES
FOR
MATERIALS TESTING AND INSPECTION SERVICES**

July 1, 2011 – June 30, 2012

**SEQUOIA
Consultants**

361 W. Grove Avenue, Orange, CA 92865
Phone (714) 974-6316
Fax (714) 974-6193

SCHEDULE OF FEES

ENGINEERING SERVICES

Principal Civil/Materials Engineer.....	\$160.00/hour
Senior Civil/Materials Engineer.....	140.00/hour
Civil/Materials Engineer.....	130.00/hour
Geotechnical Engineer.....	140.00/hour
Staff Engineer.....	110.00/hour
Document Control Services.....	60.00/hour

INSPECTION SERVICES

Materials Tester (Caltrans)	
Caltrans certified Tester with equipment and pickup truck.....	\$103.00/hour
Structural Steel	
AWS certified Inspector, shop/field	\$103.00/hour
ICC certified Special Inspector, shop/field	\$103.00/hour
NDT Inspector, shop/field	\$112.00/hour
Reinforced/Post-Tensioned Concrete	
PCI certified Inspector, shop/field	\$103.00/hour
ICC certified Special Inspector.....	\$103.00/hour
Structural Masonry	
ICC certified Special Inspector.....	\$103.00/hour
Fireproofing	
ICC certified Special Inspector.....	\$103.00/hour
Failure Analysis/Investigation	
Engineering Technician	\$103.00/hour
Sample Pickup	\$75.00/hour

LABORATORY MATERIALS TESTING

Soil/Aggregate Testing

CT 202 / ASTM C136	Sieve Analysis – Coarse & Fine including Wash.....	150.00/each
CT 202 / ASTM C136	Sieve Analysis – Coarse	120.00/each
CT 202 / ASTM C136	Sieve Analysis – Fine including Wash	120.00/each
CT 202 / ASTM C136	Sieve Analysis – Combined Concrete Aggregate	200.00/each
CT 203 / ASTM D422	Hydrometer Analysis.....	200.00/each
CT 203 / ASTM D854	Specific Gravity of Soils by Hydrometer.....	140.00/each
CT 204 / ASTM D4318	Plasticity Index.....	150.00/each
CA 205	Crushed Particles.....	180.00/each
CT 206 / ASTM C128	Specific Gravity & Absorption, Coarse Aggregate.....	180.00/each
CT 206 / ASTM C128	Absorption Only, Coarse Aggregate	90.00/each
CT 207 / ASTM C127	Specific Gravity & Absorption, Fine Aggregate.....	180.00/each
CT 207 ASTM C127	Absorption Only, Fine Aggregate	90.00/each
CT 211 / ASTM C131	Los Angeles Rattler Test, 500 revolutions.....	240.00/each
CT 211 / ASTM C535	Los Angeles Rattler Test, 1000 revolutions.....	280.00/each
CT212 / ASTM C29	Unit Weight.....	110.00/each
CT 213 / ASTM C40	Organic Impurities	140.00/each
CT 214 / ASTM C88	Sodium/Magnesium Sulfate Soundness, Per Sieve.....	90.00/each
CT 216	Soil Impact.....	200.00/each
CT 216	Soil Impact – Check Point.....	140.00/each
CT 217 / ASTM D2419	Sand Equivalent.....	110.00/each
CT 226 / ASTM D2216	Moisture Content.....	35.00/each
CT 227	Cleanliness Value.....	190.00/each
CT 229	Durability Index, Fine Aggregate.....	140.00/each
CT 229	Durability Index Coarse Aggregate.....	180.00/each
ASTM D4829	Expansion Index.....	150.00/each
ASTM D2844/CT 301	"R" Value, Untreated Material.....	250.00/each
ASTM D2844/CT 301	"R" Value, Treated Material.....	280.00/each
ASTM C142	Clay Lumps and Friable Particles.....	180.00/each
ASTM D4791	Flat and Elongated Particles.....	180.00/each
ASTM D1557	Moisture/Density Relationship, 4" mold.....	210.00/each
ASTM D1557	Moisture/density Relationship, 6" mold	230.00/each
CT 643	pH, Resistivity, Chlorides & Sulfates	140.00/each

Concrete Testing

CT 521 / ASTM C39	Compression, 6"x12" Cylinder.....	35.00/each
ASTM C495	Compression, Lightweight Concrete	45.00/each
ASTM C42	Compression, Drilled Core.....	45.00/each
ASTM C42	Drilling Cores from Shotcrete Panel (Lab).....	75.00/each
ASTM C109	Compression, 2" cube specimen.....	45.00/each
ASTM C496	Splitting Tensile, 6"x12" cylinder.....	90.00/each
CT 523 / ASTM C78/C293	Flexural Strength, 6"x6"x21" beam.....	110.00/each
ASTM C157	Volume Change (Drying Shrinkage), Set of 3.....	390.00/each
ASTM C138	Unit Weight of Concrete Cylinders	45.00/each

Asphaltic Concrete Testing

CT 302	Film Stripping.....	120.00/each
CT 303	Centrifuge Kerosene Equivalent, Coarse & Fine.....	180.00/each
CT 304/375 / ASTM 1561	Laboratory Test Maximum Density (LTMD).....	350.00/each
CT 304/366 / ASTM D1560	Stabilometer Value.....	240.00/each
CT 305	Swell.....	110.00/each
CT 308 / ASTM D2726	Specific Gravity of Core.....	60.00/each
CT 309 / ASTM D2041	Theoretical Maximum Density (Rice).....	180.00/each

Asphaltic Concrete Testing (Continued)

CT 367	Recommending Optimum Bitumen Content (OBC).....	1200.00/each
CT 368	Recom. Optimum Bitumen Content (OBC) – Open Grade.....	1350.00/each
CT 370	Moisture Content by Microwave Oven.....	60.00/each
CT 370	Retained Stability Index.....	450.00/each
CT 382 / ASTM D6307	Bitumen Content (by Ignition Oven).....	160.00/each
CT 382 / ASTM D6307	Correction Factor – Ignition Oven.....	220.00/each
CT 202 / ASTM D5444	Sieve Analysis of Extracted Sample.....	150.00/each
CT 202 / ASTM C136	Sieve Analysis of Bin Aggregate Sample, each.....	60.00/each
CT 202 / ASTM C136	Sieve Analysis of Combined Aggregate Sample.....	200.00/each

Masonry Testing

ASTM C140	Compression Test of CMU Block (gross).....	60.00/each
ASTM C140	Absorption & Moisture Content.....	60.00/each
ASTM 426	Linear Shrinkage.....	150.00/each
ASTM 426	Unit Weight.....	60.00/each
ASTM 426	Dimensional Measurements.....	40.00/each
ASTM 1006	Splitting Tensile.....	80.00/each
ASTM 1006	Compression Test of Masonry Core.....	60.00/each
ASTM 1006	Dimensional Measurements.....	40.00/each
UBC 21-16	Compression Test of 2" x 4" Mortar Cylinder.....	45.00/each
UBC 21-17	Compression Test of Composite Prism.....	60.00/each
UBC 21-18	Compression Test of 3" x 3" Grout Prism.....	45.00/each

Reinforcing Bars

Resistance Butt Welded Splices (Ultimate Butt Splice)

CT 670 / ASTM A370	Sample, up to #11/36mm.....	60.00/each
CT 670 / ASTM A370	Control Bar, up to 11/36mm.....	50.00/each

Mechanical Splices (Ultimate Butt Splice or Service Splice)

CT 670 / ASTM A370	Sample with Slip, up to #11/36mm.....	130.00/each
CT 670 / ASTM A370	Sample with no Slip, up to #11/36mm.....	60.00/each
CT 670 / ASTM A370	Control Bar, up to #11/36mm.....	60.00/each
CT 670 / ASTM A370	Sample with Slip, #14/43mm.....	160.00/each
CT 670 / ASTM A370	Sample with no Slip, #14/43mm.....	110.00/each
CT 670 / ASTM A370	Control Bar, #14/43mm.....	110.00/each
CT 670 / ASTM A370	Sample with Slip, #18/57mm.....	220.00/each
CT 670 / ASTM A370	Sample with no Slip, #18/57mm.....	190.00/each
CT 670 / ASTM A370	Control Bar, #18/57mm.....	190.00/each

Headed Bars

ASTM A970	Sample, up to #11/36mm.....	90.00/each
ASTM A970	Sample, #14/43mm.....	160.00/each
ASTM A970	Sample, #18/57mm.....	190.00/each

Miscellaneous Testing and Equipment

Core Drill – Asphalt and Concrete Coring.....	150.00/day
Skidmore Wilhelm Bolt Tension Calibrator.....	90.00/day
Torque Wrench, Over 750 Ft-Lb.....	90.00/day
Torque Wrench, Up to 750 Ft-Lb.....	60.00/day
Schmidt Hammer.....	90.00/day
R Meter (Pachometer).....	90.00/day
Anchor Bolt Testing Equipment.....	90.00/day
Ceiling Wire Pull Testing Equipment.....	60.00/day

BASIS OF CHARGES FOR PROFESSIONAL SERVICES

Minimum Hourly Charges for Inspectors and Technicians

Show-up time.....	2 hours
Services up to 4 hours	4 hours

Premium Charges

Weekdays	Basic Rate
Swing Shift	\$7/hr + Basic Rate
Night Shift	\$9/hr + Basic Rate
Over 8 hours on weekdays & Saturdays	1.5 x Basic Rate
Sundays/Holidays & Over 12 hours on Saturday	2 x Basic Rate
Testing performed on "RUSH" schedule.....	1.5 x Basic Rate

Sub-Consultant Services

Professional Services.....	Cost + 20%
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Other Direct Expenses

Auto Mileage (outside of 50 mile radius).....	\$.50/mile
Travel Time (outside of 50 mile radius).....	Basic Rate
Per Diem (At cost if greater than \$75.00/day).....	\$75.00/day
Travel Expenses (air fare/outside services)	At Cost
Parking/Tolls	At Cost

General Terms and Conditions

The terms and conditions stated below will govern the provision of services and will constitute the contract terms between Sequoia Consultants, Inc., ("Sequoia" and "Client") unless the Client and Sequoia have executed a written contract with respect to such services in which case the terms and provisions of the written contract shall control.

Working conditions: Contractor to provide site access to inspection/testing locations.

Scheduling: Dispatch for services to be made minimum 24 hours in advance.

Completion: Inspector will remain on job until discharged by the Client or the Client's representative.

Cancellation: No charge if made before 4:00 p.m. of the preceding day for local inspections within 75 miles radius of Sequoia's facilities in Orange, CA.

Insurance: Sequoia carries all insurances required by law. Additional costs of extra insurance certificates, co-insurance endorsements or additional insurance will be invoiced to the Client at cost.

Terms of Payment: Upon requesting services from Sequoia and in consideration of the extension of credit, Client and Sequoia agree as follows: invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total plus an additional charge of 1.5% of the unpaid balance for each month for additional credit and collection expense incurred thereby. Sequoia reserves the right to terminate its services to Client without notice if all invoices are not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Sequoia, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph. Should Sequoia deem it necessary to refer a past-due account to an attorney or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs. Jurisdiction and venue of all such actions and any other actions arising from this agreement of the provision of services by Sequoia shall be in Orange County, State of California.

Escalation Clause: The prices quoted herein for Sequoia services are firm until the forthcoming ending day of June after client and Sequoia enter into this contract. On July first of each year thereafter, the direct labor charges set forth in the Schedule of Fees will be adjusted in accordance with prevailing wage rates published by the Director of Industrial Relations while the charges for laboratory tests will be adjusted to cover escalations in our direct labor, general administrative and overhead expenses. These modifications will be set forth in Sequoia's current Schedule of Fees, and such adjusted charges shall become the agreed upon basis for the continuation of charges by Sequoia to Client.

Anticipated Costs: Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Sequoia are NOT "guaranteed maximums", "lump sums", or "not-to-exceed totals". Client will be invoiced for all work performed.

Indemnification: Client shall indemnify, defend and hold harmless Sequoia from and against all claims, suits, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that Sequoia shall incur or suffer, which arise or result from or relate to the breach of, or failure by Client, to perform, any representation, warranty, covenant or agreement given or made by Client as set forth in this Agreement.

Limitation of Liability: Client and Sequoia agree to limit the liability, including but not limited to liability for consequential damages, of Sequoia, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active affirmative, passive, concurrent or sole, on the part of Sequoia, arising directly or indirectly from the performance of the professional services under this Agreement, to Client to \$5,000 or an amount equal to Sequoia's invoiced fee, whichever is greater.

Employment Conditions: In consideration of this Agreement and other valuable consideration, the adequacy and receipt of which is acknowledged, Client agrees that during the term of this Agreement and for one year following the term of this Agreement, it will not directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, vendor, or independent contractor of, or consultant to, Sequoia to leave their employment or assignment with Sequoia Consultants. Should any individual dispatched from Sequoia become an employee, temporary employee, vendor, independent contractor, or consultant of client or client's subsidiaries, a placement fee equal to 40% of the existing annual compensation package for Sequoia's representative will be assessed and payable by client to Sequoia upon occurrence.

Dominant Terms: The terms and conditions of this Agreement shall take precedence over any terms and conditions, which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between Sequoia and Client and are not binding upon Sequoia Consultants, Inc. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Sequoia.



City of Santa Fe Springs

City Council Meeting

February 26, 2015

NEW 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

The Council at its meeting on December 13, 2012, awarded a contract to Coory Engineering to provide traffic engineering services on an as-needed 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. Staff recommends renewing the contract for an additional two years.

Traffic engineering services to be included 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 plans, review 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 \$117,000.00 per fiscal year, unless approved by Council. The hourly rates from original contract will be honored for the contract renewal term.


Thaddeus McCormack
City Manager

Attachments

Professional Services Agreement

Request for Proposals dated September 19, 2012

Report Submitted By:

Noe Negrete, Director
Department of Public Works



Date of Report: February 19, 2015

**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 February 27, 2015 and end on February 27, 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

APPENDIX A
PROPOSER'S PRICING FORM

<u>Type of Service</u>	<u>Hourly Rate</u>
City Traffic Engineer	<u>\$125.00</u>
Senior Traffic Engineer	<u>\$115.00</u>
Associate Traffic Engineer	<u>\$110.00</u>
Assistant Traffic Engineer	<u>\$100.00</u>
Public Works Inspector	<u>\$100.00</u>

<u>Initials</u>	<u>Required Conditions</u>
<u>SMK</u>	Rates are not subject to minimums or maximums.
<u>SMK</u>	Rates are all inclusive. No additional fees will be charged
<u>SMK</u>	Rates are billable in fifteen (15) minute increments.
<u>SMK</u>	Rates will not increase for the term of the original agreement (from the effective date through the two year term or any additional extensions).
<u>SMK</u>	Rates will not vary for after hours or holiday service.
<u>SMK</u>	Extensions to the original agreement will only be considered if the firm agrees to maintain the rates listed on this "Proposed Pricing Form" for the duration of each extension. Maintaining the rates, alone, will not guarantee an extension.

I, the undersigned, on behalf of the firm specified, hereby certify that the foregoing is true and correct and that I am authorized to bind the firm to proposals and execute agreements.

Name of Firm: Coory Engineering

Address: 1718 N. Neville Street, Orange, CA 92865

Phone No.: (714) 202-8700 Fax: (714) 202-8701

Authorized Signature:  Date: October 16, 2012

Print Name: Samir M. Khoury Print Title: Owner

E-mail Address: skhoury@cooryengineering.com

CITY OF SANTA FE SPRINGS

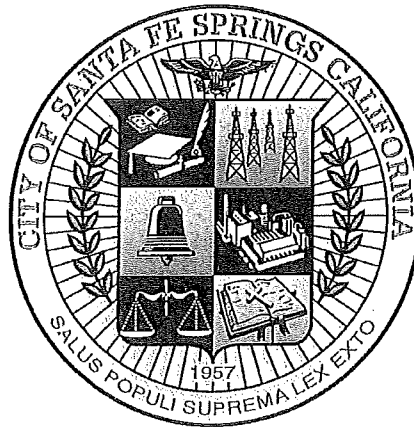
REQUEST FOR PROPOSALS

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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REQUEST FOR PROPOSALS

TRAFFIC ENGINEERING SERVICES

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11710 Telegraph Road · CA · 90670-3679 (562) 868-0511 · Fax (562) 868-7112 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). 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 to request copies of the information they are unable to obtain through the SFS website.

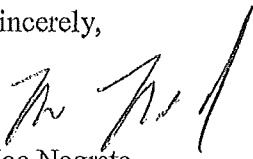
B. Pre-Submittal Meeting

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. Do not call or contact City staff.

Sincerely,



Noe Negrete
Director of Public Works

NN/rg/mc

REQUEST FOR PROPOSALS (RFP)

TRAFFIC ENGINEERING SERVICES

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. ^{CIVIL AND/OR} At the request of SFS, the successful traffic engineering firm shall include professional traffic engineers at the Senior and Associate levels who are registered ^{of} 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).

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 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.

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.

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 15th 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.



NEW BUSINESS

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.

BACKGROUND

The American Planning Association (APA) is holding its annual conference April 18-21, 2015, in Seattle, Washington. The APA is an independent, not-for-profit, educational organization that was organized exclusively for charitable, educational, literary, and scientific purposes, to advance the art and science of planning and the activity of planning, physically, economically, and socially, at the local, regional, state, and national level.

A function of the APA is to educate policy makers and partners on planning issues and advocate policy changes to incorporate planning principals at all levels of government. Within the APA is the American Institute of Planners, the organization that is responsible for the national certification of professional planners.

The Director of Planning has been a member of APA for many years; however, it has been several years since anyone from the Department of Planning has attended a national conference. The conference will feature a variety of sessions and discussion forums on topics such as smart growth and sustainability, whole streets, economic development, housing, urban design, transportation/circulation, and environmental quality. This event will not only provide an opportunity to develop relationships and see what others within the planning field are doing, but also an opportunity to find new and innovative approaches to address local issues. Additionally, it is a means to keep current with industry best practices, trends, and pending legislation.

FISCAL IMPACT

The estimated expense incurred to attend the APPA is \$3,500.00. The cost will be absorbed into the budget.


Thaddeus McCormack
City Manager



NEW BUSINESS

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.

BACKGROUND

Annually, the midyear budget review process presents an opportunity to adjust forecasted revenues, appropriation amounts, and budget assumptions based on fiscal year-to-date actual information. As the City's fiscal environment has stabilized, the magnitude of necessary adjustments has also "normalized." Organizationally, there is still an ongoing assessment to determine the right level and mix of resources necessary to meet the needs of the community.

Following is more detailed information regarding the estimated revenue and expenditure amounts for the City's largest funds: the General and Water Utility Funds.

General Fund (See Attachment A)

It is anticipated that the General Fund will end the year with a surplus of \$687,400. This is \$602,900 higher than the \$84,500 anticipated in the Adopted Budget. The reason for the favorable change is the forecasted increase in revenues.

Revenues (See Attachment B)

In July 2014, total General Fund revenues (not including Applied Revenues) were projected to be about \$43.1 million. The revised midyear budget forecast is \$670,000 higher (1.6%) than originally estimated. The vast majority is from anticipated growth in Sales Tax (\$500,000) and Utility User's Tax (\$150,000) Revenue compared to the Approved Budget estimates.

Expenditures (See Attachment C)

Total budgeted expenditures, approved in July 2014, were approximately \$43.1 million. The revised amount is a modest \$67,100 greater than the Approved Budget. Within the departmental or operating budgets, there are no recommended adjustments at this time.



City of Santa Fe Springs

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In the Non-Recurring Expenditure component of the budget there are \$67,100 in recommended budget adjustments related to four (4) items as follows:

- An appropriation of \$25,800 is needed to cover unanticipated environmental costs incurred in responding to a large industrial fire at the corner of Greenstone and Sunshine last October. While there is no guarantee, the City is actively pursuing recovery of the funds from the responsible party.
- An appropriation of \$19,000 is needed to replace an older non-functioning generator at Fire Station No. 2.
- An appropriation of \$14,000 is needed to cover the cost of last summer's installation of new lawn sod in a high-usage portion of a facility rental area at Heritage Park.
- An appropriation of \$8,300 is needed to replace three (3) exercise bikes placed at various City facilities and used in the employee fitness testing program.

Water Utility Fund

There are no recommended budget changes for the Water Utility Fund. Both revenues and expenditures are expected to end the year consistent with the adopted budget appropriations. Currently, there is a \$416,100 budgeted deficit. This amount, however, includes \$1.2 million set aside for future capital improvement projects (CIPs) and \$250,000 for the future replacement of equipment and vehicles.

As you know, Staff is currently working with a Council Subcommittee in assessing the City's water rate structure and consideration of necessary changes going forward. Future recommendations from the Subcommittee will be presented to the Council for consideration, including the budgetary impact.

FUTURE OUTLOOK CONCERNS

As discussed on previous occasions, there are items of concern when looking to meet the organization's ongoing needs. The most significant is the growth in CalPERS' pension contribution rates for all full-time personnel. While all full-time employees now pay all of the employee equivalent contribution rates (Safety 9% and Miscellaneous 8%), employer rates are likely to continue increasing significantly through 2020. There are a number of reasons for this including a smaller City workforce, investment losses, a lower investment discount rate, and adopted changes in mortality assumptions.



City of Santa Fe Springs

City Council Meeting

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LOOKING AHEAD

The City is currently in the middle of a two-year budget. Later this spring, Staff will be providing an update by way of a final estimate of the current year's budget and a Revised Budget for FY 2015-16 (the 2nd year of the two-year budget). With that in mind, Staff will be compiling and presenting a 5-year budget outlook to the City Council. This will allow the City to focus on the decisions necessary to keep the City financially sound in consideration of a more long-term plan. For both the General and Water Funds, it is anticipated that the structural and operational changes implemented in recent years better positions the City well into the future. Nevertheless, Staff will continue exploring a variety of options to better serve the community.

Thaddeus McCormack
City Manager

Attachments:

- A – FY 2014-15 Midyear Budget Review Summary
- B – FY 2014-15 Midyear Budget Review Revenue Adjustments
- C – FY 2014-15 Midyear Budget Review Operating Expenditure Adjustments

FY 2014-15 Midyear Budget Review Summary

General Fund

	Approved Budget	Midyear Budget	Change Favorable / (Unfavorable)	
			\$	%
Revenues	43,144,000	43,814,000	670,000	1.6%
Expenditures				
Department	39,767,800	39,767,800	-	0.0%
Non-Recurring	341,700	408,800	(67,100)	19.64%
Interfund Transfers	150,000 *	150,000	-	0.0%
CIPs	2,800,000	2,800,000	-	0.0%
	43,059,500	43,126,600	(67,100)	-0.2%
Surplus / (Deficit)	\$ 84,500	\$ 687,400	\$ 602,900	713.5%
Surplus / (Deficit)	\$ 84,500	\$ 687,400	\$ 602,900	713.5%

* Consists of \$100,000 toward PERS Stabilization Fund and \$50,000 to Insurance Stabilization Fund.

Water Fund

	Approved Budget	Midyear Budget	Change Favorable / (Unfavorable)	
			\$	%
Revenues	13,050,000	13,050,000	-	0.0%
Expenditures				
Department	10,324,200	10,324,200	-	0.0%
Equipment Repl.	250,000	250,000	-	0.0%
Interfund Transfers	1,691,900	1,691,900	-	0.0%
CIPs	1,200,000	1,200,000	-	0.0%
	13,466,100	13,466,100	-	0.0%
Surplus / (Deficit)	\$ (416,100)	\$ (416,100)	\$ -	0.0%

FY 2014-15 Midyear Budget Review Revenue Adjustments

Account Number	Revenue Source	Actual FY 2013-14	Approved Budget FY 2014-15	Midyear Budget FY 2014-15	Midyear vs. Approved Budget	
					\$	%
General Fund						
	<u>Taxes</u>					
0110	Property	\$ 2,313,976	\$ 2,080,000	\$ 2,080,000	\$ -	0.0%
0145	Property - Pass Thru to City	1,151,575	1,060,000	1,060,000	-	0.0%
0155	Utility User's Tax (UUT)	6,634,353	6,400,000	6,550,000	150,000	2.3%
0160	Sales & Use	26,096,478	25,200,000	25,700,000	500,000	2.0%
0165	Transient Occupancy	116,913	114,000	120,000	6,000	5.3%
0170	Franchise	2,642,114	2,668,000	2,668,000	-	0.0%
0175	Business Operations	768,575	782,000	782,000	-	0.0%
0180	Property Transfer	149,551	140,000	135,000	(5,000)	-3.6%
0185	Oil Well	154,010	135,000	154,000	19,000	14.1%
0186	Barrel	299,356	400,000	400,000	-	0.0%
	Subtotal	40,326,901	38,979,000	39,649,000	670,000	1.7%
	<u>Use of Money & Property</u>					
0410	Interest Earnings	86,280	91,000	91,000	-	0.0%
0420	Rentals	112,586	112,000	112,000	-	0.0%
0430	Ground Lease	667,764	667,000	667,000	-	0.0%
	Subtotal	866,630	870,000	870,000	-	0.0%
	<u>State Subventions</u>					
0530	Vehicle In Lieu Taxes	1,595,953	1,636,000	1,636,000	-	0.0%
	Subtotal	1,595,953	1,636,000	1,636,000	-	0.0%
	<u>Other</u>					
0660	Other	738,671	159,000	159,000	-	0.0%
0850	Water Utility Lease Payment	1,500,000	1,500,000	1,500,000	-	0.0%
	Subtotal	2,238,671	1,659,000	1,659,000	-	0.0%
	Total General Fund	\$ 45,028,155	\$ 43,144,000	\$ 43,814,000	\$ 670,000	1.6%

Water Fund

0610	Metered Water Sales	13,139,025	13,034,500	13,034,500	-	0.0%
0410	Interest Earnings	11,935	13,000	13,000	-	0.0%
0630	Connection Fees	3,570	2,300	2,300	-	0.0%
0660	Other	3,471	100	100	-	0.0%
0420	Rentals	130	100	100	-	0.0%
	Total Water Utility Fund	\$ 13,158,131	\$ 13,050,000	\$ 13,050,000	\$ -	0.0%

**FY 2014-15 Midyear Budget Review
Expenditure Adjustments**

Attachment C

Budget Adjustment
Expenditure
Increase/(Decrease)

Description

General Fund

Operating/Departmental Expenditures

None

Total Department Expenditure Adjustments

\$ -

Non-Recurring Expenditures

Fire - Environmental Services (Response to Sunshine Fire)	25,800
Replacement of generator at Fire Station #2	19,000
Heritage Park - Resodding of facility rental area	14,000
Replacement of exercise bikes (3) used in fitness testing	8,300

Total Non-Recurring Expenditure Adjustments

67,100

General Fund - Total Expenditure Adjustments

\$ 67,100

Water Fund

Operating/Departmental Expenditures

None

Water - Total Expenditure Adjustments

\$ -



PRESENTATION

Proposed Changes to California Sales and Use Tax

On December 1, 2014, State Senator Hertzberg introduced Senate Bill 8 (SB8), titled the "Upward Mobility Act," which intends to:

1. Expand the current sales and use tax base to include currently untaxed services;
2. Evaluate the State's Corporate Tax Law; and,
3. Examine the impacts of lowering and simplifying the Personal Income Tax Law.

Senator Hertzberg, who previously served in the State Assembly from 1996-2002, has always had an eye on fiscal reform, having pushed for fiscal reforms in the early 2000s in response to what was characterized as the "Fiscalization of Land-Use." Many "Sacramento Watchers" feel that Senator Hertzberg's bill (SB8) will result in some type of fiscal reform that will impact the fiscal relationship of the State and cities. In particular, it is felt that some change will occur to how much and to what types of transactions sales tax will be applied in the future.

As introduced, SB8 contains only intent language (i.e., there are no proposed changes to sales tax that we can analyze the impacts of). It is expected that the details will evolve through the legislative process over the next few months. In so much as sales tax remains the City's biggest general revenue stream, staff would like to brief the Council on the status of sales tax as a shrinking revenue source for both the State and cities, and the likely areas that SB8 will venture into to try to remedy the situation.

BACKGROUND

The below background was provided by *Lloyd de Llamas, Executive Chairman, Hinderliter, de Llamas & Associates (HdL Companies)*

CALIFORNIA'S LOCAL SALES TAX NEEDS UPDATING

The Local Tax Base is shrinking.

After factoring for inflation, per capita taxable sales in California have dropped by over 15% in the last ten years. HdL Companies' research suggests the following reasons:

- Wages for 90% of the population have been stagnant or declining while the cost of housing, healthcare, and education have dramatically increased. There is less discretionary income to spend, as well as, a shift in spending has occurred from taxable goods to non-taxable services and monthly cell phone and internet expenses.
- The costs of taxable goods are declining due to globalization and manufacturing technology, as well as, price competition created by the ability to readily compare prices via the internet.



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- Technology is reducing what is taxable. Computer software, books, music, and movie DVD's are now largely digitally transferred and no longer considered as tangible personal property under California tax code. The "Cloud" is reducing the need for expensive computer hardware and investment. Recent court cases dealing with the transfer of patented technology are further narrowing the definition of taxable property.
- The legislature's continued adoption of new exemptions has substantially narrowed the tax base. The latest estimate for exemptions outlined in BOE Publication 61 is \$11.5 billion annually.

What remains is being consolidated into fewer and larger "Points of Sale"

This trend began 20 years ago with technology allowing purchasing agents for large businesses, industries, and institutions to do much of their procurement activities online. Sellers of business and industrial equipment, materials, and supplies began taking advantage of the trend by consolidating sales of offices and inventories into just a few locations thereby reducing costs of rents, personnel, and overhead. The result has been the consolidation of dozens of sales offices around the State into just one or two order desks generating huge amounts of local sales tax revenues.

In the last five years, social networking and the common use of tablets and smartphones have also made the general public comfortable with online purchasing and the trend has been accelerating. During this last holiday quarter, the National Retail Federation estimated that 44% of all holiday shopping would be "online." Retailers foresee continued growth in this trend and every major company is testing concepts to reduce store size and overhead costs by driving more of their sales to centralized order desks. Home Depot has curtailed store expansion in favor of massive centralized fulfillment centers where they will offer a selection of 600,000 items with expedited delivery versus the 35,000 items offered in their stores. Fifty percent of all office and school supplies are now ordered online. Staples is closing 225 stores and Office Depot, 400. It is estimated that over 60% of consumer electronics will eventually be ordered online. Radio Shack is closing 1,100 stores. Other electronics and appliance retailers are struggling.

California sales tax data for the last two years show that online sales for almost every major in-state retail chain is growing at a faster rate than their brick and mortar outlets.

Cities are backfilling the shrinkage and shifts by either raising taxes or bidding kickbacks on the consolidated "points of sale."

In 2004, ten cities had received voter approval for local transactions tax districts to supplement their one-cent Bradley-Burns tax. With the November election, there are 140 cities and 44 counties with one or more override districts totaling 206 districts



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overall. Rates are as high as 10% in some jurisdictions with proposals for additional districts planned for 2015.

With the tax base shrinking, companies are actively soliciting bids for rebates of the sales tax that they collect in exchange for location of their order desks. An Orange County tax attorney has been soliciting bids for the location of his client's multi-million dollar order desk. His opening offer is for a 10% rebate of the taxes collected for himself and 50% for his client. A San Joaquin Valley City was recently approached by an accountant out of Atlanta, Georgia with a similar proposal which is to set up a third party economic corporation to hide the company name while receiving a 75% rebate.

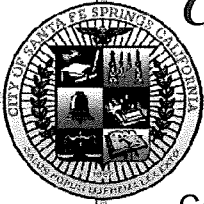
Public awareness of the size and magnitude of sales tax rebates has been obscured by their characterization as economic stimulus programs and by California's confidentiality rules. However, a few examples of existing agreements help illustrate the scope of the kickbacks being bid for "points of sale."

- A major provider of medical supplies – 85% rebate
- A national apparel chain – Up to 80% depending on volume
- A major retailer of office supplies – 70%
- A major supplier of petroleum products – up to 70% depending on volume
- A major e-retailer of electronics – 65%
- The owner of a string of card lock operations – up to 65% depending on volume
- A major provider of home goods and furniture – 50% to the company, 5% to the agent
- A major provider of hospital supplies and equipment – 50%
- A centralized order desk for dozens of concrete batch plants – 50%
- Another provider of medical supplies – 50%.
- Another centralized order desk for concrete sales – 50%
- Sales office for bulk fuel orders and card lock agreements – 49%.

In fiscal year 2013-14, these 12 examples collected \$43,931,832 in one cent local sales tax from their customers. Of that amount, \$17,694,016 went to ten cities for public services; \$26,237,816 went back to the companies who collected the tax and the middlemen who put the agreements together.

Alternate Solutions

There are no easy answers to the problem. The most obvious is to expand the tax base so that local governments have more options to encourage economic development and finance public services. Hawaii has a four cent tax but taxes 99% of its base. California's tax rate is up to ten cents in some jurisdictions, but taxes less than 27% of its base.



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California could substantially lower its rate if the tax was expanded and levied against its 21st century economy. A more relevant base and lower rate would raise more money, make the tax less regressive, and be more competitive with other states. However, past efforts to incrementally ease into expansion of the base by targeting just a few services have been politically unsuccessful.

An easier avenue might be to increase the revenues already available for public services by taking the incentives out of the bidding for rebates through a more equitable system of distribution. Most states distribute local revenue via "destination sourcing" where the retailer's site continues to be point-of-sale for goods picked up or consumed at the store while the buyer's place of delivery is the point-of-sale for ordered merchandise. The tax receipts from California's 206 transactions districts are already distributed in this way. This approach would eliminate the lopsided allocation of tax to centralized order desks and return those monies to the jurisdiction of the person or entity paying the tax.

Another alternative that might be simpler and easier for the Board of Equalization to administer would be to tweak current regulations so that the tax on delivered merchandise is allocated via its existing system of countywide allocation pools. Because much of the goods currently purchased "online" are shipped from out-of-state, the pools have been the only segment of this tax source where every agency is a consistent winner during the recent recovery.

If none of the above is feasible, establishing criteria and limitations for tax rebates would at least make more of the existing revenues available for public services. Cities need tools to encourage economic development and some cities have achieved very responsible and worthwhile projects using tax sharing. However, setting up money laundries to cannibalize public revenues in a giant game of Monopoly to just move "points of sale" is a long-term loser for everyone.

Lloyd de Llamas ldellamas@hdlcompanies.co

Thaddeus McCormack
City Manager

Attachments:

San Jose Mercury News Article
LA Times Article

Sen. Bob Hertzberg, Edward Kleinbard and Laura Tyson: California tax reform should reflect shift to service economy

*By Sen. Bob Hertzberg, Edward Kleinbard and Laura Tyson
Special to the Mercury News
January 6, 2015*

As the new Legislature settles in, students are protesting tuition increases while the state faces yet another funding crisis for higher education. This has set lawmakers abuzz about what tax plan should replace Gov. Jerry Brown's temporary increase that will soon wind down and that he vows not to renew.

This welcome debate should not once more be about cobbling together short-term measures. Instead, it ought to be about a vision of California and how that should shape our tax system, not vice versa.

California has long been known as the land of opportunity, but for too many residents, opportunity is receding. Inequality continues to rise even though California has one of the most progressive tax structures in the nation.

Something more is needed: A new philosophy of governance that focuses on the progressive outcome that can be achieved through modernizing our tax system and investing in the means of upward mobility for every resident. Above all, we need public investment in infrastructure and in public education, particularly higher education, for our increasingly youthful population.

Beyond these foundations, building and sustaining a middle class means new private sector jobs with good wages. Small businesses, like plumbing contractors, auto repair shops and restaurants that account for more than 90 percent of the state's businesses and well over a third of all jobs are a key rung on the ladder of upward mobility. They need a tax policy that enables them to grow and add employees.

California's \$2 trillion economy has shifted from being mainly agricultural and manufacturing in the 1950s and 1960s, when the framework of today's tax system was set, to one based on information and services, which now account for 80 percent of all economic activity in the state. We need a tax system based on this real economy while ensuring that new revenue is invested in strengthening the ladder of mobility.

The linchpin of that new philosophy of governance is Sen. Hertzberg's Senate Bill 8, the proposed Upward Mobility Act. It proposes three broad changes to the tax code.

First, it would broaden the tax base by imposing a tax on services, exempting health care and education. Second, it would alter the corporate tax structure to provide incentives for

business investment and for paying a reasonable minimum wage. Finally, SB 8 would reduce personal income taxes across the board while retaining its progressive structure.

The latter provisions would be phased in when it is clear that new revenue from the service taxes is sufficient to replace revenue that would be lost by those changes -- and is sufficient to provide low-income workers with an Earned Income Tax Credit.

Projected revenues from SB 8 in the range of \$10 billion would be apportioned in the following way: \$3 billion for K-12 schools and community colleges, \$1 billion each for the two university systems, \$3 billion for local governments and \$2 billion for the new earned income tax credit.

Many of these ideas were first aired by the bipartisan Think Long Committee for California and are embraced by a budding coalition that includes local governments, business, labor, students and the university community. This is only the beginning of the debate, but it must take place in the broader frame we have proposed.

If California's future is to be as promising as its past, we need a tax system that reflects our real economy in the 21st century while ensuring that new revenue is invested in strengthening the ladder of mobility for all residents.

Robert Hertzberg, D-San Fernando Valley, a former Assembly speaker, represents Senate District 18. Edward D. Kleinbard is the Johnson Professor of Law and Business at the University of Southern California's Gould School of Law and the author of "We Are Better Than This: How Government Should Spend Our Money." Laura Tyson chaired the President's Council of Economic Advisers during the Clinton Administration and is a professor at the Haas School of Business at the University of California, Berkeley.

Capitol Journal: A smart California tax bill points the way to needed reform
George Skelton, LOS ANGELES TIMES

A California state senator introduces a smart tax bill that points the way to needed reform.

He's a freshman state senator showing no fear, no hesitation and seemingly no political sense. His first bill is a huge, historic tax hike.

Sen. Robert M. Hertzberg (D-Van Nuys), of course, is no ordinary babe-in-the-woods, backbench freshman.

He's a former Assembly speaker and lifelong political junkie who grooves on public policy.

He's also a certified reformer — previously active in government reform groups — and a human dynamo who always seems to run rather than walk.

Hertzberg's tax increase — introduced as SB 8 immediately after he was sworn in Dec. 1 — actually is long-needed tax reform, the kind that causes most politicians to avert their eyes.

The measure finally would extend the state sales tax to services, the fastest growth sector of California's economy.

Healthcare and education services would be exempt. So would small businesses with under \$100,000 in sales — gardeners and babysitters, for example. But not Hertzberg's fellow lawyers or political consultants, among others.

At the same time, if enough money were generated by taxing services, personal income taxes would be lowered. Corporation taxes also would be reduced, tied to paying "a more reasonable minimum wage," the senator says.

"Ninety percent of corporations are small businesses — muffler shops, auto repair shops," Hertzberg says. "Maybe corporations of under \$5 million wouldn't pay at all."

This is very much a work in progress. "I want to put everything on the table and think it through," he says.

The goal is to generate \$10 billion more. "To me, if you can't raise \$10 billion it's not worth the effort," he says.

He'd spend the money this way: \$3 billion for K-12 schools and community colleges, \$2 billion for the two university systems, \$3 billion for local governments, and \$2 billion for a new earned income tax credit for poor families.

Ambitious? Incredibly. Probability? Low.

Most lawmakers — Gov. Jerry Brown included — see polls showing that voters overwhelmingly object to taxing services and they back off. Voters do indicate they'd be willing to consider it if the sales tax rate — an average 8.4%, depending on the county — were lowered simultaneously. But Hertzberg's bill wouldn't do that.

However, he'd only extend the state portion of the tax rate, up to 6.5%, depending on what's included. Local governments wouldn't be allowed to raise their piece.

Isn't Hertzberg afraid of being viewed as a dreaded tax-and-spender? "Not at all," he says. "This is an area I'm interested in. It's why I ran — not to sit on the sidelines. I want to work on the tough stuff. That's the purpose of being in government. I'll shy away from no discussion. I'm 60 years old.

"Will I be successful? I have no idea. But I've got to step up to bat."

Hertzberg will need a two-thirds legislative vote to raise taxes. Good luck with that, let alone securing the governor's signoff.

But broadening the sales tax to services will ultimately be needed if California is to ever stabilize its revenue system to match the 21st century economy. The current tax code is an outdated relic of the post-World War II era.

Hertzberg's bill sets out the reason for taxing services:

"California's \$2-trillion economy has shifted from being mainly agricultural and manufacturing in the 1950s and 1960s ... to one based on information and services, which now accounts for 80% of all economic activities in the state," the measure reads.

"To achieve a future as promising as California's past, we need a tax system that is based on this real economy ... while ensuring that new revenue is invested in strengthening the ladder of mobility for all our residents."

So Hertzberg calls it the Upward Mobility Act. Yes, that's a little cornball. But the bill's basics are right.

Back when California's tax system meshed with the times, the state could afford to invest in education and infrastructure, creating a growing economy and good jobs. But in recent decades, Hertzberg says, opportunities have diminished and income inequality has widened.

California is relying less on the sales tax, which applies only to purchased goods, while leaning heavily on the richest 1%, whose incomes fluctuate like a roller-coaster.

In 1950, the sales tax generated 60% of all state revenue, the income tax just 10%. Today, the sales tax brings in around 25%, the income tax more than 60%.

"Not only does it increase the uncertainty of tax collections," the Hertzberg bill asserts, "but there is evidence that California's high rates may be driving high income earners out of the state."

Hertzberg doesn't want to meddle with the property tax or Proposition 13. Not worth it, he says. It wouldn't raise enough money even if assessments were raised on commercial property, as many Democrats advocate.

But here's a subtle touch legislative historians might appreciate: Hertzberg numbered his bill after the landmark AB 8 that reallocated California tax revenue — bailing out local governments and schools — after Prop. 13 dramatically reduced property taxes 36 years ago.

Many believe that Hertzberg has more than tax reform on his agenda. They speculate the former speaker might try to oust new Senate leader Kevin de León (D-Los Angeles). "That's not my intention," Hertzberg says. What about after de León is termed out in four years? "Can't tell you."

Hertzberg did become more of a de León ally Wednesday. The leader appointed him chairman of the Governance and Finance Committee that will consider tax bills.



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PRESENTATION

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

RECOMMENDATION

The Mayor may wish to call upon the Fire Chief to introduce the representatives from Goodman Birtcher.

BACKGROUND

The Goodman Birtcher Group has purchased 55 acres of land in Santa Fe Springs that was formally known as the Ridgeline/Lakeland property located at 12345 Lakeland Road. Representatives from Goodman Birtcher will present an update on the site development currently being referred to as the Goodman Logistics Center, Santa Fe Springs.

Thaddeus McCormack
City Manager



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PRESENTATION

Presentation to Milestone Event Celebrants

RECOMMENDATION:

The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with this presentation.

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

Esther Valenzuela – 90th Birthday

Thaddeus McCormack
City Manager

Attachment:

None



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PRESENTATION

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

RECOMMENDATION

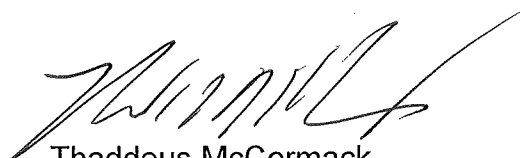
The Mayor may wish to call upon Youth Leadership Committee Vice-Chair, Gabriel Perez, and committee members to assist with the presentation.

BACKGROUND

January 16-18, 2015, the Youth Leadership Committee (YLC) participated in its annual leadership retreat in Green Valley, CA. There, the committee members had an opportunity to supportively work together in a placid setting. Highlights of the retreat included:

- Review accomplishments and goals for 2014-2015
- Encouraging civic engagement and responsibility
- Team building activities
- Integrating new members into the YLC
- Develop goals for the YLC for 2015-2016
- Building self-confidence, teamwork, and leadership skills
- Recreational activities

This retreat was made possible by the generosity of Serv-Wel Disposal and Recycling. The Youth Leadership Committee would like to recognize Mr. John Prohoroff for his tremendous support.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

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PRESENTATION

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

RECOMMENDATION

The Mayor may wish to call upon Fire Chief Mike Crook to introduce the firefighters and assist with the presentation of certificates.

BACKGROUND

Through a request from the State of Sinaloa, Mexico, the Department of Fire-Rescue has agreed to host a fire academy for a group of firefighters from their region during the week of February 23, 2015. Santa Fe Springs Fire-Rescue personnel extended an invitation to the firefighters from our Sister City Navojoa in which they thankfully accepted. The firefighters will be participating in a one-week fire academy developed and instructed by off-duty and on-duty Santa Fe Springs Fire-Rescue personnel. The firefighters will be taught basic firefighter skills and techniques including hose lays, breathing apparatus, forcible entry, auto extrication, search and rescue, horizontal ventilation, and fire ground survival. The firefighters will be attending the training from February 23 through February 27, and will receive a certificate of completion at the City Council meeting on February 26, 2015.

Thaddeus McCormack
City Manager



PRESENTATION

2014 Holiday Home Decorating Contest Winners

RECOMMENDATION

The Mayor may wish to call upon Jean Madrid, Community Services Program Coordinator, to assist with the presentation.

BACKGROUND

The Holiday Home Decorating Contest Committee toured the City on Monday, December 15, 2014. The Committee, chaired by Councilmember William Rounds, consisted of Beautification Committee members.

After touring the neighborhoods of decorated homes, the committee decided upon 12 homes which they felt best embodied the spirit of the contest and the holiday season. This year's contest winners have been invited to tonight's meeting to be recognized by Council for their creativity and civic engagement.

Following is the list of winners:

CONTEST RECIPIENT

Robert & Irma Aguirre
Jose Aleman
Kerry Cobos
David Hernandez, Jr.
Adolfo Lopez
Nilsa Meabe
Craig & Monica Lozano-Piper
Olga & Maria Puentes
David & Talese Pulley
Steve Salazar
Joseph & Marina Tafoya
Manny Valdez

AWARD TYPE

Best Sparkling Holiday Award
The Most Wonderful Time of the Year Award
Frosty's Playground Lane Award
Holiday Splendor Award
Festival of Lights Award
Christmas Joy Award
Christmas Extravaganza Award
Picture Perfect Award
Christmas Elegance Award
Best Storybook Theme Award
Home for the Holidays
Spirit of Christmas Award


Thaddeus McCormack
City Manager



COUNCIL REORGANIZATION

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

BACKGROUND

At the meeting of February 12, 2015, the City Council reorganized and selected Laurie Rios to be Mayor and Richard Moore to be Mayor Pro Tem. It would be appropriate at this time to select Council Liaisons to the various City Committees and Council Delegates/Representatives for selected governmental organizations for 2015.

Attached is a listing of 2014 Council Liaison Appointments and Organization Representatives.

Thaddeus McCormack
City Manager

Attachments:

Council Liaison Appointments
Organization Representatives List
City Council Subcommittees

2014 Council Appointed City Committees/Commissions

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Date	Meeting Time	Meeting Location
Beautification	Moore Alternate: Rios	Jo Ann Madrid	Monthly except July, Aug, Dec	4th Wed	9:30 AM	Town Center
Community Program Committee	Rounds	Michelle Smith	Jan, May, Sept	3rd Wed in Jan, May, Sep	7:00 PM	Town Center Hall Mtg Room #1
Family & Human Services Advisory Committee	Rios	Eddie Ramirez	Monthly except Jul/Aug/Sep/Dec	3rd Wed of the month	5:45 PM	Gus Velasco Neighborhood Center
Heritage Arts Advisory Committee	Rios Alternate: Moore	Eddie Ramirez	Monthly except Dec	Last Tues	9:00 AM	Gus Velasco Neighborhood Center
Historical Committee	Moore Alternate: Rios	Joyce Ryan	4 times per year	Jan/Apr/July/ Oct 2nd Tues	5:30 PM	Heritage Park Train Depot
Parks & Recreation Advisory Committee	Rounds	Michelle Smith	Monthly except Jul, Aug, Dec	1st Wed	7:00 PM Subcom 6:00 pm	Town Center Hall Mtg Room #1
Personnel Advisory Board	NA	Andrea Cutler	Quarterly on an as- needed basis	Varies	Varies	Varies
Planning Commission	NA	Wayne Morrell	Monthly	2nd Mon of the month	4:30 PM	City Hall Council Chambers
Senior Citizens Advisory Committee	Moore Alternate: Rios	Manuel Cantu	Monthly except Jul/Aug/Sep/Dec	2nd Tues of the month	9:30 AM	Gus Velasco Neighborhood Center
Sister City Committee	Rios	Michelle Smith	Monthly	1st Mon	6:30 PM	Town Center
Traffic Commission	NA	Noe Negrete	Monthly	3rd Thursday	6:00 PM	City Hall Council Chambers
Youth Leadership Committee	Sarno Trujillo	Eddie Ramirez	Monthly	1st Mon	6:30 PM	Gus Velasco Neighborhood Center

2014 Non-Council Appointed City Committees

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Day	Meeting Time	Meeting Location
Holiday Home Decorating Contest	Rounds Rios	JoAnn Madrid	Third week in Dec		4:30 PM	City Hall
Friends of the Library Board of Directors	Rounds	Joyce Ryan	Quarterly	1st Friday, Sept. Dec. March, June	5:30 PM	Library
READI Committee SAFE Neighborhood	Rounds Rios - Alt.	Darryl Pedigo	Bi-Monthly Jan, March, May July, Sept, Nov	1st Tues	6:30 PM	Town Center Hall
Scholarship Interview Panels	Mora: Trujillo Sandoval: Rios Sharp: Rounds	Wayne Bergeron	April-May	TBD-Changes annually	Varies	City Hall

2014 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Area "E" Disaster Board	Trujillo	Darryl Pedigo	3rd Wed	8:30am	Norwalk Sports Complex, 13200 S. Clarkdale, Norwalk
California Contract Cities Assn	Sarno Alt-Trujillo	Thaddeus McCormack	3rd Wed	6:00pm	Host City
Chamber of Commerce Economic Development	Moore Alt- Sarno	Thaddeus McCormack	Varies	Varies	Varies
Chamber Youth Enrichment Fund Board	Rios	Thaddeus McCormack	2nd Wed bi-month	2:00pm	Chamber Office
City Selection Committee (League of Cal Cities) Mayor is Rep	Trujillo				
Gateway Cities Council of Governments	Sarno Alt-Trujillo	Thaddeus McCormack	1st Wed	6:00pm	16401 Paramount, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Sarno	Thaddeus McCormack	4th Wed	6:00pm	Gateway COG, 16401 Paramount Bl, Paramount
Hispanic Outreach Taskforce	NA				6706 Friends Avenue Whittier, CA 90601-4432
I-5 Consortium Policy Board	Moore Alt-Sarno	Thaddeus McCormack	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Independent Cities of Los Angeles	Trujillo	Thaddeus McCormack			Feb-Santa Barbara, Jul-Rancho Bernardo, Sep-President's City

2014 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Joint Powers Insurance Authority	Trujillo Alt-Moore	Thaddeus McCormack	3rd Wed in Jul	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
LA CADA	Vacant	Thaddeus McCormack	Last Wed	7:00pm	Allen House, 10425 Painter Ave, SFS
League of California Cities	Sarno Alt-Trujillo	Thaddeus McCormack	1st Thur	6:30pm	MWD Courtyard Café, 700 N. Alhambra
Metropolitan Little League	Rounds	Michelle Smith	Wed	7:00pm	Lake Center Park
Sanitation District (Mayor is Rep)	Trujillo Alt- Moore	Noe Negrete	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SFHS Education Foundation	Rounds	Thaddeus McCormack	Varies	Varies	SFHS
SFS/PIH Health Center Joint Oversight Committee	Rios Alt. Trujillo Community Rep:	Maricela Balderas	As Needed		Gus Velasco Neighborhood Center
SFS/South Whittier Education Center Advisory Committee	Trujillo	Thaddeus McCormack	Varies	9:00am	Southwest Resource Center, 10750 Laurel Ave, Whittier
SFS/South Whittier Education Center Advisory Committee - President's Advisory Committee	Trujillo	Thaddeus McCormack	Varies	8:00am	Rio Hondo College Board Room
SASSFA	Moore Alt-Trujillo	Maricela Balderas	4th Thur	12:00pm	10400 Pioneer Blvd. #9 SFS
SEAACA	Trujillo Alt-Moore	Dino Torres	3rd Thur	2:00pm	9777 SEAACA Way, Downey
Southeast Water Coalition Administrative Entity		Frank Beach Noe Negrete - Alt	3rd Thur of odd months	11:30am - Lunch 12:00pm - Meeting	Pico Rivera

2014 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Southeast Water Coalition Board	Trujillo Moore - Alternate	Frank Beach	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meet	City of South Gate Candice Espinoza Assistant Engineer City of South Gate (323) 357-9661 office (562) 824-4113 mobile cespinoza@sogate.org
Southern California Association of Governments (SCAG)	Moore Trujillo - Alternate		Annual Meeting in May or June	May 7-8, 2015	Palm Desert, CA
Vector Control Appt can be for 2 or 4 yrs.	Mike Madrigal		Jan 2012 - Dec 2015		
Washington Blvd Coalition to the Gold Line Extension	Moore Sarno				

2014 External Organizations with Stipends

Organization	Council Liaison	Stipend	Meeting Day	Meeting Time	Meeting Location
Gateway Cities Council of Governments	Sarno Trujillo - Alt	\$125/mo	1st Wed	6:00pm	16401 Paramount Bl, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Vacant (Only COG Rep can serve)	\$100/mo	4th Wed	6:00pm	16401 Paramount Bl, 2nd Floor, Board Room, Paramount
I-5 Consortium Policy Board	Moore Sarno - Alt	\$150/mo	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Joint Powers Insurance Authority	Trujillo Moore - Alt	\$100/yr	2nd Wed in July	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
Sanitation District	Trujillo Moore - Alt	\$125/mo	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SEAACA	Trujillo Moore - Alt	\$225/mo	3rd Thur	2:00pm	9777 SEAACA Way, Downey
Southeast Water Coalition Board	Trujillo Moore - Alt	\$150/bi-monthly	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meeting	Pico Rivera

2014 Council Subcommittees			
NAME	TYPE	FORMED	MEMBERS
Audit Committee	Standing	6/14/2012 1/24/2014	Moore Sarno
Budget Events and Programs	Standing	2/13/2014 2/13/2014	Rounds Sarno
Budget Revenue and Fees	Standing	2/13/2014 2/13/2014	Rios Moore
Capital Improvements Projects	Standing	1/24/2014 1/24/2014	Sarno Rounds
Economic Development Strategy	Standing	8/7/2012 8/7/2012	Moore Rios
Edison	Ad Hoc	5/22/2014 5/22/2014	Moore Sarno
General Plan	Ad Hoc	12/18/2014 12/18/2014	Rios Sarno
High Speed Rail Authority	Ad Hoc	1/24/2013 2/13/2014	Trujillo Rounds
I-5 Expansion Project	Standing	1/24/2014	Sarno
I-5 Florence Avenue Segment	Ad Hoc	1/24/2014 1/24/2014	Sarno Moore
Long-Term Housing Plan	Ad Hoc	1/24/2014 9/26/2013	Sarno Rounds
Relay for Life	Ad Hoc	Will be appointed at a later date	
Valley View Grade Separation Project	Ad Hoc	1/12/2012 1/12/2012	Rounds Trujillo
Water Rate	Ad Hoc	12/4/2014 12/4/2014	Rounds Moore
Water Conservation	Ad Hoc	8/14/2014 8/14/2014	Rios Rounds
2015 Council Subcommittees			
Strategic Plan	Ad Hoc	1/8/2015 1/8/2015	Trujillo Sarno

Standing Committees subject to Brown Act



City of Santa Fe Springs

City Council Meeting

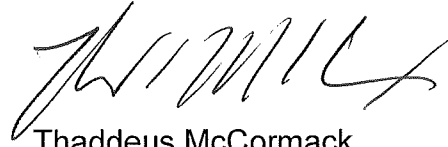
February 26, 2015

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Moore
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	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	1	Moore
Parks & Recreation	2	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	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	3	Moore
Youth Leadership	3	Rios
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo

Applications Received: Lydia Gonzales – Community Program Committee

Recent Actions: Jennisa Casillas and Anissa Rodriguez were appointed to the Youth Leadership Committee.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', is positioned above the printed name.

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

Raymond Reyes

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
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	Vacant	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	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
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(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
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Vacant	(15)
Rounds	Annette Rodriguez	(16)
	Vacant	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	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
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	George Felix, Sr.	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	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
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Vacant	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Vacant	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Vacant	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	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
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

Meets the second Monday of every Month at 6:00 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

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
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Vacant	(15)
Rios	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jesse Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	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
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	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

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
Moore	Vacant	()
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Jennisa Casillas	(18)
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Anissa Rodriguez	(16)
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(15)
	Vacant	()