



# AGENDA

## REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**April 13, 2017  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**William K. Rounds, Mayor**  
**Jay Sarno, Mayor Pro Tem**  
**Richard J. Moore, Councilmember**  
**Juanita Trujillo, Councilmember**  
**Joe Angel Zamora, 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**

Richard J. Moore, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Jay Sarno, Mayor Pro Tem  
William K. Rounds, Mayor

**HOUSING SUCCESSOR**

**3.**

**Approval of Minutes**

- a. Minutes of the March 9, 2017 of the Housing Successor Agency

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

**SUCCESSOR AGENCY**

**4.**

Minutes of the March 9, 2017 of the Successor Agency.

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

**CITY COUNCIL**

**5.**

**CITY MANAGER REPORT**

**6.**

**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 March 9, 2017 Regular and Adjourned City Council Meetings

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

**PUBLIC HEARING**

**7.**

Alcohol Sales Conditional Use Permit No. 70

**Recommendation:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 70, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 70 subject to the conditions of approval contained within this report.

**UNFINISHED BUSINESS**

**8.**

Parkmead Street Rehabilitation – Final Payment

**Recommendation:** That the City Council:

- Approve the Final Payment (less 5% Retention) to Sequel Contractors, Inc. of Santa Fe Springs, California in the amount of \$236,303.76 for the subject project.

**NEW BUSINESS**

9. Request for Approval for Artwork Proposal Candace Galvan for Traffic Signal Cabinet Art Program – Art Theme, City’s 60<sup>th</sup> Anniversary  
**Recommendation:** That the City Council:
- Approve the art concept by artist Candace Galvan and authorize staff to enter into an agreement with Hartzog & Crabill, Inc. as part of a Traffic Signal Cabinet Art Project – Art Theme, City’s 60<sup>th</sup> Anniversary.
10. Request for Out-of-State Travel for Librarian I, Ryan Peña to Attend the International Literacy Association’s 2017 Conference & Exhibits  
**Recommendation:** That the City Council:
- Approve out-of-state travel for Librarian I, Ryan Peña, to attend the International Literacy Association’s 2017 Conference & Exhibits in Orlando, FL from July 14-17, 2017.
11. Interstate 5 Freeway Widening Water Main Relocation for Florence Avenue Segment (Phase II) – Award of Contract  
**Recommendation:** That the City Council:
- Accept the bids; and
  - Award a contract to the low bidder, G.J. Gentry General Engineering, Inc. of Upland, California, in the amount of \$647,390.00.
12. Resolution No. 9539 – Request for Parking Restriction on Florence Avenue west of Springdale Avenue  
**Recommendation:** That the City Council:
- Adopt Resolution No. 9539, which would prohibit parking of vehicles weighing over 6,000 pounds on the north side of Florence Avenue from Springdale Avenue to a point 600 feet west of Springdale Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.
13. Citywide Street and Parking Lot Sweeping Services – Award of Contract  
**Recommendation:** That the City Council:
- Award a contract to Nationwide Environmental Services, division of Joe’s Sweeping, Inc. (“Nationwide”) to provide Citywide Street and Parking Lot Sweeping Services.
  - Authorize the Mayor to execute a Service Agreement with Nationwide Environmental Services of Norwalk, California to provide Citywide Street and Parking Lot Sweeping Services.
14. Water Well Zone 1 Hydrogeological Services – Award of Contract  
**Recommendation:** That the City Council:
- Accept the Proposals; and
  - Award a contract to Richard C. Slade & Associates, LLC., of Sherman Oaks California, in the amount of \$124,774.00; and

- Authorize the Director of Public Works to execute a contract with Richard C. Slade & Associates, LLC.; and
- Appropriate \$125,000.00 from the Bond Funds for Capital Improvement Projects to Activity No. 455-397-S037, Water Well Zone 1 Hydrogeological Services to fund the cost of the proposed contract.

**15. On-Call Tree Maintenance Services – Award of Contract**

**Recommendation:** That the City Council:

- Accept the City of Rosemead Competitive Procurement Process for City Tree Maintenance Services;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for On-Call Tree Maintenance Services; and
- Authorize the Mayor to execute an On-Call Tree Maintenance Services Agreement with West Coast Arborists, Inc.

**16. Crime Legislation Reforms**

**Recommendation:** That the City Council:

- Approve Resolution No. 9540 supporting AB1408 (Calderon); and
- Direct the City Manager to provide the resolution to legislators, Gateway Cities Council of Governments, League of California cities, nearby cities and organizations to promote AB 1408 and to encourage additional legislative strategies to address unintended negative impacts of previous crime legislation.

**Please note:** Item Nos. 17 – 25, will commence in the 7:00 p.m. hour.

**17. INVOCATION**

**18. PLEDGE OF ALLEGIANCE**

**19. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**20. ANNOUNCEMENTS**

**21. PRESENTATIONS**

- a. Proclaiming the Week of April 24 through April 28, 2017 as “Week of the Young Child” in Santa Fe Springs
- b. Proclaiming April 28, 2017 as “National Arbor Day”

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

**22. Committee Appointments**

**23. ORAL COMMUNICATIONS**

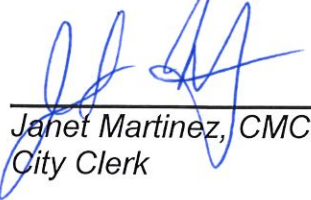
*This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.*



**24. EXECUTIVE TEAM REPORTS**

**25. 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.*

  
\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

April 6, 2017  
Date

**FOR ITEM NO. 3A**  
**PLEASE SEE ITEM NO. 6A**

**FOR ITEM NO. 4**  
**PLEASE SEE ITEM NO. 6A**



# *City of Santa Fe Springs*

City Council Meeting

April 13, 2017

## **APPROVAL OF MINUTES**

Minutes of the March 9, 2017 Regular City Council Meeting

### **RECOMMENDATION**

Staff recommends that the City Council:

- Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meeting:

- March 9, 2017

Staff hereby submits the minutes for Council's approval.

Thaddeus McCormack  
City Manager

Attachment:

Minutes for March 9, 2017



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

March 9, 2017

1. **CALL TO ORDER**

Mayor Moore called the meeting to order at 5:37 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers: Moore, Trujillo, and Zamora, Mayor Pro Tem Sarno and Mayor Rounds.

**Members absent:** None

### CITY COUNCIL

## STUDY SESSION

### **PUBLIC HEARING – ORDINANCE FOR INTRODUCTION**

3. Ordinance No. 1084 - An Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), 155.062 (Accessory Uses R-1 District), 155.092 (Accessory Uses R-3 District), Section 155.644 (Accessory Dwelling Units), and adding Section 155.644.1 (Junior Accessory Dwelling Units), to implement new State legislative mandates related to the requirements and development standards for accessory dwelling units (formerly referred to as "second" units). (City of Santa Fe Springs)

**Recommendation:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1084, and thereafter close the Public Hearing; and
- Waive further reading and introduce Ordinance No. 1084.

Planning Director Wayne Morrell provided a brief presentation on item No. 3.

Mayor Pro Tem Sarno inquired whether there would be a separate meter for the utilities.

Responding to question as to the allowable square footage, City Attorney Steve Skolnik noted that the state allows up to 2,000 sq. ft. however, the City currently limits it to 640 sq. ft. and is recommending leaving it as such.

Council Member Moore inquired whether they would allow conversion of a unit above a garage.

Planning Director Morrell noted they would allow such conversion. He also noted that if for future they want to demolish the garage and add a unit, they would also be allowed to do so. However, he is recommending that if they request to demolish the garage they will be required to have an equal number of onsite, replacement parking spot.

City Attorney Skolnik noted they are able to add the parking space by the driveway, however, not precisely replace the garage. The applicant will have the option to choose the replacement; however, they also have the option to place the parking area in the street.

Council Member Trujillo inquired whether the owners would be able to convert a unit. Planning Director Morrell noted they will only be allowed to convert one into a junior unit.

Council Member Moore inquired if Council can approve the Ordinance and come back with any recommended changes.

City Attorney Skolnik addressed the question and noted changes can be done after the adoption.

Planning Director continued the presentation and spoke about the Junior accessory dwelling unit (JADU) being limited to one, and it would be for a shared restroom and only for single accessory zone. It would be 500 feet required by state and must be occupied by owner.

Council Member Moore inquired whether it would be taxed. Planning Director Morrell noted it would be to the extent it added value to the property.

Mayor rounds inquired whether there is an ordinance where there restricts number of cars per unit.

In response, Planning Director Morrell and City Manager McCormack noted the code does not limit the number of cars per unit.

The hearing for this item was opened after the following presentation for item no. 4.

**PUBLIC HEARING – ORDINANCE FOR INTRODUCTION**

4. Ordinance No. 1085 - An Ordinance of the City Council of the Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code Title 15 (Land Use), Section 155 (Zoning), Sections 155.003 (Definitions), 155.036 (Principal Permitted Uses A-1 District), 155.038 (Conditional Uses A-1 District), 155.061 (Principal Permitted Uses R-1 District), 155.063 (Conditional Uses R-1 District), 155.091 (Principal Permitted Uses R-3 District), 155.093 (Conditional Uses R-3 District), 155.153 (Conditional Uses C-4 District), 155.243 (Conditional Uses M-2 District), 155.327 (Permitted, Accessory and Conditional Uses PD Zone), 155.739 (Commission's Consideration - Development Plan Approval), in accordance with state Housing Element laws. (City of Santa Fe Springs)

**Recommendation:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1085, and thereafter close the Public Hearing; and
- Waive further reading and introduce Ordinance No. 1085.

Planning Director Morrell provided a brief presentation on item no. 4.

Mayor Rounds opened the Public Hearing at 6:08 p.m. for anyone to wish to speak on items no. 3 and 4.

No comments received.

Mayor Rounds closed the Public Hearing at 6:08 p.m.

It was moved Council Member Moore, seconded by Council Member Zamora, waiving further reading, read by City Attorney Skolnik and introducing Ordinance No. 1084, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

It was moved Council Member Trujillo, seconded by Council Member Zamora, waiving further reading, read by City Attorney Skolnik and introducing Ordinance No. 1085, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

#### **ADJOURNMENT**

Mayor Rounds adjourned the meeting at 6:11 p.m.

\_\_\_\_\_  
William K. Rounds  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date





APPROVED:

## MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR AGENCY AND CITY COUNCIL

March 9, 2017

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order at 6:11 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers/Directors: Moore, Trujillo, and Zamora, Mayor Pro Tem/Vice Chair Sarno and Mayo/Chair Rounds.

**Members absent:**None

### HOUSING SUCCESSOR

3. **CONSENT AGENDA**

**Approval of Minutes**

- a. Minutes of the February 9, 2017 of the Housing Successor Agency

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

It was moved by Council Member Zamora, seconded by Council Member Moore, approved Item No. 3A by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

### SUCCESSOR AGENCY

4. **CONSENT AGENDA**

**Approval of Minutes**

- a. Minutes of the February 9, 2017 Successor Agency Meeting

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

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, approved Item No. 4a by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

**CITY COUNCIL**

**5. CITY MANAGER REPORT**

City Manager McCormack spoke in regards to the recent action made by the Los Angeles County Board of Supervisors board meeting of March 8, 2017, whereby the board has approved the request from the City of Santa Fe Springs to move the General Municipal Elections to November of Even-Numbered years. The residents will be notified within the following weeks on the recent election changes.

He also spoke in regards to the recent Whittier shooting and the Senate Bill that Senator Calderon recently introduced. He noted that the City has been working closely with his office to find out how it can be amended to benefit the city.

**6. Approval of Minutes**

A. Minutes of the February 9, 2017 City Council Meeting

**Recommendation:** That the City Council:

- Approve the minutes of the February 9, 2017, meeting as submitted.

It was moved by Council Member Trujillo, seconded by Council Member Moore, to approve the minutes of the February 9, 2017, meeting as submitted, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

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

**Recommendation:** That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on the matter; and thereafter close the Public Hearing; and
- Approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein.

Mayor Rounds opened the public hearing at 6:15 p.m.

No public comments were received.

Mayor Rounds closed the public hearing at 6:15 p.m.

It was moved by Council Member Moore, seconded by Council Member Trujillo, to approve the expenditure by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

## NEW BUSINESS

8. Request for Out-Of-State Travel for Deputy Fire Marshal Richard Kallman to Attend the National Fire Protection Agency (NFPA) 13 – Installation of Sprinkler Systems Training Class.

**Recommendation:** That the City Council:

- Approve out-of-state travel for Deputy Fire Marshal Richard Kallman to attend the NFPA 13 – Installation of Sprinkler Systems Training Class in Las Vegas, Nevada, from March 20-22, 2017

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Sarno, to approve out-of-state travel for Deputy Fire Marshal Richard Kallman to attend the NFPA 13 – Installation of Sprinkler Systems Training Class in Las Vegas, Nevada, from March 20-22, 2017, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

9. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of One (1) Gemini S5 Hazardous Materials Monitor for the Department of Fire-Rescue

**Recommendation:** That the City Council:

- Accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$102,187.50 and authorize the purchase of one (1) Gemini S5 hazardous materials monitor from Thermo Fisher Scientific, Inc.

It was moved by Council Member Moore, seconded by Council Member Zamora, to accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$102,187.50 and authorize the purchase of one (1) Gemini S5 hazardous materials monitor from Thermo Fisher Scientific, Inc., by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

10. Authorize the Purchase of an Environmental Response Vehicle from Boise Mobile Equipment (BME) and Related Motorola Communication Equipment

**Recommendation:** That the City Council:

- Appropriate \$110,275.20 from the Certified Unified Program Agency (CUPA) Environmental Capital Fund to Account #0001-0790 for the acquisition of a CUPA Vehicle and equipment for a total of \$210,275.20
- Authorize the Fire Chief to purchase an Environmental Response Unit from Boise Mobile Equipment for an amount not to exceed \$177,765.92.
- Authorize the Fire Chief to purchase the Environmental Response Unit's Communication Equipment from Motorola Solutions for an amount not to exceed \$ 27,739.05.
- Authorize the Fire Chief to purchase the Environmental Response Unit's Mobile Data Computer (MDC) unit from Commline Inc. for an

amount not to exceed \$4,770.23.

It was moved by Council Member Trujillo, seconded by Council Member Moore, appropriate \$110,275.20 from the Certified Unified Program Agency (CUPA) Environmental Capital Fund to Account #0001-0790 for the acquisition of a CUPA Vehicle and equipment for a total of \$210,275.20; authorize the Fire Chief to purchase an Environmental Response Unit from Boise Mobile Equipment for an amount not to exceed \$177,765.92; authorize the Fire Chief to purchase the Environmental Response Unit's Communication Equipment from Motorola Solutions for an amount not to exceed \$ 27,739.05; authorize the Fire Chief to purchase the Environmental Response Unit's Mobile Data Computer (MDC) unit from Commline, Inc. for an amount not to exceed \$27,739.05, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds  
**Nayes:** None  
**Absent:** None

**11. Mobile Mechanic Services for Department of Fire Rescue Apparatus – Authorization to Advertise Request for Proposals (RFP)**

**Recommendation:** That the City Council:

- Authorize the Fire Chief to advertise for Request for Proposals (RFP) for Mobile Mechanic Services for Department of Fire Rescue Apparatus.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to authorize the Fire Chief to advertise for Request for Proposals (RFP) for Mobile Mechanic Services for Department of Fire Rescue Apparatus, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds  
**Nayes:** None  
**Absent:** None

**12. Arlee Avenue Sidewalk Construction – Final Payment**

**Recommendation:** That the City Council:

- Approve the Final Payment (less 5% Retention) to Elite Bobcat Services Engineering, Inc. (EBS) of Corona, California in the amount of \$49,433.25 for the subject project.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, to approve the Final Payment (less 5% Retention) to Elite Bobcat Services Engineering, Inc. (EBS) of Corona, California in the amount of \$49,433.25 for the subject project, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds  
**Nayes:** None  
**Absent:** None

**13. Traffic Engineering Services – Award of Contract**

**Recommendation:** That the City Council:

- Accept the Proposals; and
- Award a contract to Coory Engineering from Orange, California for Traffic Engineering Services; and
- Authorize the Director of Public Works to execute a Professional Services Agreement with Coory Engineering for Traffic Engineering Services.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, to accept the proposals; and Award a contract to Coory Engineering from Orange, California for Traffic Engineering Services; and Authorize the Director of Public Works to execute a Professional Services Agreement with Coory Engineering for Traffic Engineering Services, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

**14. Approval of Parcel Map No. 73063 – 12345 Lakeland Road**

**Recommendation:** That the City Council:

- Approve Parcel Map No. 73063;
- Find the Parcel Map No. 73063 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- Authorize the City Engineer and City Clerk to sign parcel Map No. 73063.

It was moved by Council Member Trujillo, seconded by Council Member Moore, to approve Parcel Map No. 73063; Find the Parcel Map No. 73063 together with the provisions for its design and improvement, is consistent with the City's General Plans; and authorize the City Engineer and City Clerk to sign parcel Map No. 73063, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

**15. FY 2016-17 Midyear Budget Review and Modifications**

**Recommendation:** That the City Council:

- Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**Absent:** None

***Mayor Rounds recessed the meetings at 6:36 p.m.***

***Mayor Rounds convened the meeting at 7:06 p.m.***

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**16. INVOCATION**

Invocation was led by Mayor Pro Tem Sarno.

**17. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Madison Kelly, 8<sup>th</sup> grader from Lake Center Middle School.

**18. INTRODUCTIONS**

- Chamber of Commerce Representatives: Rick Landis, Santa Fe Springs Swap Meet, Scott Radcliffe, with Rad Customs Signs, Kathie Fink with the Santa Fe Springs Chamber of Commerce, Richard Martinez and Doris Sandoval.

**19. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- St. Patricks Day Dance
- Stem Fair
- Easter Egg Hunt

**20. PRESENTATIONS**

- a. Presentation on the California Environmental Protection Agency (CALEPA) Secretary's Award for Environmental Achievement received by the Santa Fe Springs Department of Fire Rescue

The following presentation was added to the agenda:

Presentation – Introduction of Environmental and Fire prevention Fire safety inspector one

- b. Proclaiming March 17, 2017 as Volunteer Day in Santa Fe Springs
- c. Proclaiming the Month of March 2017 "American Red Cross Awareness Month"
- d. Presentation on the JAMZ National Championship Awarded to the Santa Fe Springs 49ers Cheer, Pee Wee Division

**21. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

Mayor Pro Tem Sarno appointed Ivan Aguilar and Jennifer Santos to the Youth Services Advisory Committee.

**22. ORAL COMMUNICATIONS**

There were no speakers present.

**23. EXECUTIVE TEAM REPORTS**

- Frank Beach, representing the Public Works Department provided a brief update on Caltrans and the I-5 project.
- Wayne Morrell, Planning Director spoke in regards to the comment that Councilmember Moore mentioned about the building made with cargo cards; he noted there was one found in south gate, ca as a Taco Bell. He also spoke about the City having an additional Jersey Mikes location at the Gateway Plaza.
- Dino Torres, Police Services Director spoke in regards to the following; March 22<sup>nd</sup> Cesar Chavez services; Diversity Assembly; Silver Shield and noted that Whittier Police Department is aware of the traffic that has been increasing on Orr and Day, which will be monitored more carefully.
- Chief Mike Crook spoke in regards to the block grant that was approved at the last Council Meeting for the Fire Department.
- Jose Gomez, Finance Director/Assistant City Manager spoke in regards to the new implementation of the new finance system. He noted the hardware will be delivered soon and the training will be demonstrated amongst the organization, it will be done in 3-day increments, 8am to 4pm.
- Maricela Balderas, Director of Community Services spoke in regards to the Santa Fe Springs Gymnastic program. She also spoke in regards to launching a survey to the community to provide the community to vote on a classic movie they would like to watch.

The following comments were made by the City Council:

- Mayor Pro Tem Sarno spoke in regards feeling grateful to attend last Friday's Whittier memorial services, he thanked staff and Whittier Police Department for all their hard work.
- Council Member Trujillo also spoke in regards to last Friday's Whittier memorial services. She admired how there were people from across the U.S. Boston, and other places to honor their service. She also thanked the cheerleaders for the award presented to her.
- Council Member Zamora also spoke about the Whittier memorial services and admired the support and presentation of Whittier organization and neighboring officers that attended. Also, spoke in regards to the cheerleaders for attending.
- Council Member Moore congratulated Council Member Trujillo for her dedication, generosity and service to the community. He noted tomorrow she is being honored by Tony Mendoza as women of the year.
- Mayor Rounds congratulated Council Member Trujillo for being selected as the women of the year.

**ADJOURNMENT**

- 24.** Mayor Rounds adjourned the meeting at 7:57 p.m.



\_\_\_\_\_  
William K. Rounds  
Mayor

***ATTEST:***

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



# City of Santa Fe Springs

Council Meeting

April 13, 2017

## PUBLIC HEARING

### **Alcohol Sales Conditional Use Permit Case No. 70**

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages for off-site consumption at Carniceria La Estrella located at 11522 Telegraph Road, in the Community Commercial-Planned Development (C4-PD) Zone, and the Telegraph Road Corridor Zone, within the Consolidated Redevelopment Project Area. (Atanacio Cortez for Carniceria La Estrella)

#### **RECOMMENDATION:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 70, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 70 subject to the conditions of approval contained within this report.

### **BACKGROUND**

On May 2014, the Applicant Atanacio Cortez opened a meat market at 11522 Telegraph Road, within the Promenade Shopping Center. The meat market, commonly known as Carniceria La Estrella, is a convenience store with an emphasis on the sale of meat and poultry. The store has become popular among City residents for providing prepared ready-to-cook meats for festivities, or quick meals. Due to customer demand, the Applicant would like to also provide alcoholic beverages (beer and wine) to his customers making it a one-stop convenience store.

In accordance with Section 155.628 of the City's Zoning Regulations, the Applicant is requesting approval of Alcohol Sales Conditional Use Permit Case No. 70 to allow the sale of alcoholic beverages for off-site consumption. Concurrent with this request, the Applicant is also seeking approval for an alcohol license, Type 20 (the sale of beer and wine for consumption off the premises where sold; minors are allowed on the premises) from the California Department of Alcohol Beverage Control (ABC), which is the state government authority overseeing alcohol sales. If the ABC license is denied to the Applicant during their filing, he will have one year to find an alternative plan, otherwise, this Permit if approved will become void and nullified.

Report Submitted By: L. Collazo  
Department – Police Services

Date of Report: April 5, 2017

**ITEM NO. 7**

**STREETS AND HIGHWAYS**

The subject site is located within the Promenade Shopping Center, generally located at the southeast corner of Telegraph Road and Orr and Day Road. Both main access roads, Telegraph Road and Orr and Day Road, are classified as Major Highways within the Circulation Element of the City's General Plan.

**ZONING AND LAND USE**

The subject store is part of the Promenade Shopping Center which is zoned Community Commercial-Planned Development (C4-PD), and fronts on the Telegraph Corridor Zone, with a general plan land use designation of "Commercial." The Zoning, General Plan, and Land Use of the surrounding properties are as follows:

<b>Surrounding Zoning, General Plan Designation</b>			
<b>Direction</b>	<b>Zoning District</b>	<b>General Plan</b>	<b>Land Use</b>
North	R-1	Residential	Single Family Residential Units
South	R-3-PD	Residential	Planned Unit Development - Residential
East	C-4	Commercial	Police Services Center (PSC)
West	C-4	Commercial	Gas service station, service retail stores and restaurant

**LEGAL NOTICE OF PUBLIC HEARING**

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

Legal notice of the Public Hearing for the proposed Alcohol Sales Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on March 1, 2017, (a copy of this list is available upon request). The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on March 22, 2017. To date, Staff has not received any inquiries regarding the proposal.

**ZONING ORDINANCE REQUIREMENTS**

Section 155.628 (B), regarding the sale or service of alcoholic beverages, states the following:

"A Conditional Use Permit shall be required for the establishment, continuation or enlargement of any retail, commercial, wholesale, warehousing or manufacturing business engaged in the sale, storage or manufacture of any type of alcoholic beverage meant for on or off-site consumption. In establishing the requirements for such uses, the City Council shall consider, among other criteria, the following:

- a. **Conformance with parking regulations.** *The on-site parking is distributed throughout the front and rear of the Promenade Shopping Center. On-site parking includes stalls for wheelchair access. The current parking count conforms to the uses within the center.*
- b. **Control of vehicle traffic and circulation.** *The Promenade Shopping Center has on-site vehicle circulation with ingress and egress driveways on Telegraph Road, and Orr and Day Road. Access from Jersey Avenue is available through the Police Services Center's parking lot; an alley to the south also provides access to the Promenade.*
- c. **Hours and days of operation.** *The market will operate from 8 a.m. to 7 p.m. Monday thru Saturday, and 9:00 a.m. to 8 p.m. on Sunday.*
- d. **Security and/or law enforcement plans.** *As part of the conditions of approval, the Applicant is required to submit and maintain an updated Security Plan.*
- e. **Proximity to sensitive and/or incompatible land uses, such as schools, religious facilities, recreational or other public facilities attended or utilized by minors.** *The subject store is approximately one-half mile from Santa Fe High School, and approximately one-quarter mile from Lakeview Elementary School. Staff does not believe that there will be a direct negative impact to the schools; however, it should be noted that there are several on-site eating establishments at the Promenade which are frequented by the students from these schools and the middle school (Lake Center Middle School) located approximate one-mile away.*

*Moreover, Bethel Community Church at 9843 Orr and Day road is approximately 800' from the subject site. Staff does not feel that the church or the subject store will become incompatible land use activities considering that the church is already 100' in distance from an existing liquor store. Moreover, Staff has not received any complaints from the church or its members as a result of the alcohol sales at the liquor store.*

- f. **Proximity to other alcoholic beverage uses to prevent the incompatible and undesirable concentration of such uses in an area.** *The proposed store is within walking distance to other retail uses and restaurants that provide alcohol beverages (Veracruz Restaurant, Chevron Service Station, Liquor Mart, Pescado Dorado, and 99 Cents Only Store). Some of the listed businesses are under an approved Alcohol Sales Conditional Use Permit, and the others were "grand-fathered" as alcohol sales activities. Nevertheless, the City's Municipal Code and ABC's regulations provide sufficient oversight to regulate and/or mitigate any negative impacts associated with over-concentration of alcoholic beverage establishments.*
- g. **Control of noise, including noise mitigation measures.** *The subject site does not generate any audible noises out of character with the other commercial and retail establishments in the area. Nevertheless, the store is subject to the City's allowable ambient noise regulations.*
- h. **Control of littering, including litter mitigation measures.** *As part of the conditions of approval, the Applicant and/or his employees are required to maintain the property free of trash and debris; moreover, the City's Property Maintenance Ordinance prohibits trash and debris on any property within the City.*
- i. **Property maintenance.** *As part of the conditions of approval, the Applicant is required to maintain the immediate area in compliance with the City's Property Maintenance Ordinance.*
- j. **Control of public nuisance activities, including, but not limited to, disturbance of the peace, illegal controlled substances activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, curfew violations, sale of alcoholic beverages to a minor, lewd conduct or excessive police incident responses resulting from the use.** *Staff has generated conditions of approval to mitigate or fully minimize these negative impacts should they become a public nuisance. It should be noted that some of the listed activities are out of the control of the Applicant and/or his employees, but the Applicant is aware that he or his employees are to contact the Whittier Police Department whenever they see these activities take place.*

**STAFF COMMENTS**

As part of the permit review process, staff has conducted a review of the Applicant's site to ensure compliance with other regulatory ordinances and codes. The listed conditions of approval have been prepared to ensure the proper and lawful ongoing operation of the alcoholic beverage sales use.

Staff is recommending approval of the Alcohol Sales Conditional Use Permit request by the Applicant, subject to the conditions of approval set forth herein. Staff is also recommending a compliance review report of this Permit within one year from the approval date by the City Council.

**CONDITIONS OF APPROVAL**

1. That alcohol sales shall be limited when the store is open for business hours, but shall not be sold during the hours of 2:00 a.m. to 6:00 a.m. The sale of alcoholic beverages shall also conform to any hours as prescribed by the State Alcoholic Beverage Commission.
2. That the Alcoholic Beverage Control license shall be restricted for the sale of alcoholic beverages for off-site consumption and as specified by the Department of Alcoholic Beverage Control.
3. That it shall be the responsibility of the ownership and/or his employees to ensure that no alcoholic beverages purchased on the subject site shall be consumed on the subject site.
4. That the Applicant shall not sell single cans and/or bottles of beer.
5. That the Applicant and/or his employees shall be responsible for maintaining control of litter on the subject property.
6. That the Applicant and/or his employees shall not allow any person who is intoxicated or under the influence of any drug to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the State Business and Professions Code.
7. That the Applicant and/or his employees shall not sell, furnish or give any alcohol to any habitual drunkard or to any obviously-intoxicated person, as set forth in Section 25602(a) of the State Business and Professions Code.
8. That the Applicant shall not have upon the licensed premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the Alcohol Beverage Control license that is issued to the subject site, as set forth in Section 25607(a) of the State Business and Professions Code.

9. That the Applicant and/or his employees shall not sell, furnish or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658(a) of the State Business and Professions Code.
10. That the Applicant and/or his employees shall not allow any person to loiter on the subject premises, shall immediately report all such instances to the City's Police Services Center and shall post signs, approved by the Department of Police Services, prohibiting loitering.
11. That this permit is contingent upon the approval by the Department of Police Services of a security plan which shall address the following for the purposes of minimizing risks to the public's health, welfare and safety:
  - (A) A description of the storage and accessibility of alcoholic beverages on display as well as surplus alcoholic beverages in storage;
  - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems and site plan layouts;
  - (C) A description of how the permittee plans to educate employees on their responsibilities and the actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors and the conditions of approval set forth herein;
  - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit occurring on the subject premises and the procedures for such notifications.
12. That the owner, corporate officers and managers shall cooperate fully with all City officials, law enforcement personnel, and code enforcement staff, and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
13. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors visible from the street or adjacent properties.
14. That streamers, banner, pennants, whirling devices or similar objects that wave, float, fly, rotate, or move in the breeze shall be prohibited unless written authorization is granted by the Director of Planning and Development.



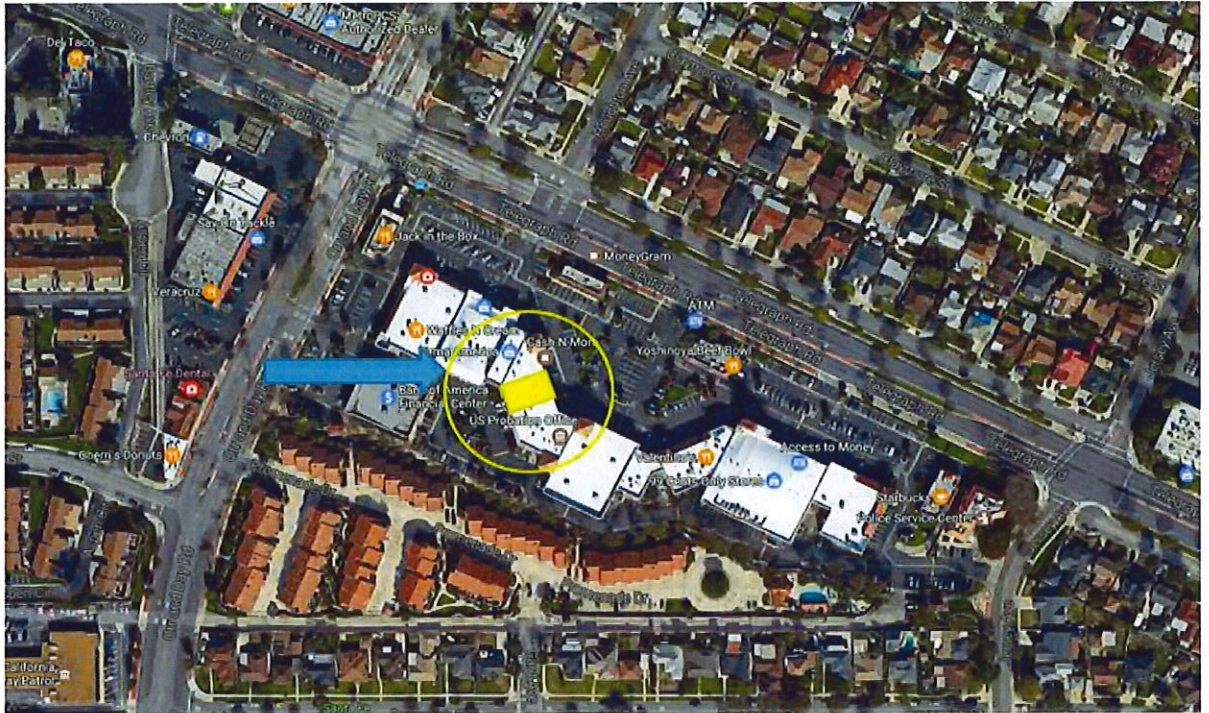
15. That this Permit shall not be effective for any purpose until the Applicant has filed with the City of Santa Fe Springs an affidavit stating that he is aware of and accepts all the conditions of this Permit.
16. That a copy of these conditions shall be maintained along with a copy of the City Business License and Fire Department Permits in a place conspicuous to all employees of the location.
17. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.
18. That this Permit shall be subject to a compliance review in one year, no later than April 13, 2018, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval. At which time the Applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
19. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, the security plan as submitted under Condition No. 11 and all other applicable regulations shall be strictly complied with.
20. That Alcohol Sales Conditional Use Permit Case No. 70 shall be subject to any other conditions the City Council may deem necessary to impose.
21. It is hereby declared to be the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute or ordinance is violated, this Permit shall be subject to procedures for revocation and the privileges granted hereunder shall be terminated.



Thaddeus McCormack  
City Manager

Attachment(s)  
Vicinity Map

### Vicinity Map



## City of Santa Fe Springs

Alcohol Sales Conditional Use Permit  
Case No. 70

Carniceria La Estrella  
11522 Telegraph Road

CUP

Report Submitted By: L. Collazo  
Department – Police Services

Date of Report: April 5, 2017





# City of Santa Fe Springs

City Council Meeting

April 13, 2017

## UNFINISHED BUSINESS

### Parkmead Street Rehabilitation - Final Payment

#### RECOMMENDATION

That the City Council approve the Final Payment (less 5% Retention) to Sequel Contractors Inc. of Santa Fe Springs, California in the amount of \$236,303.76 for the subject project.

#### BACKGROUND

The City Council, at their meeting of September 22, 2016, awarded a contract to Sequel Contractors Inc. of Santa Fe Springs, California in the amount of \$416,403.00 for the above subject.

The project included the removal of the existing pine trees and replacing with a non-intrusive Brisbane Box tree species. The existing roots had damaged the roadway surface and created major issues with drainage by uplifting the curb and gutter. Roadway rehabilitation work included; removal of existing asphalt concrete/macadam pavement surface, reworking the underlying aggregate base and in situ soil materials to provide a firm and stable platform for placing new asphalt concrete pavement thereon, and the removal and replacement of curb and gutter, sidewalks and driveways.

The following payment detail represents the Final Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory. The contract also calls out for a twelve month plant establishment period. The Contractor will be issued a Purchase Order in the amount of \$9,600 for the remaining twelve month plant establishment period. Staff has confirmed that the original Faithful Performance Bond and Labor and Materials Bond for the project are still in full force and effect for the duration of the warranty period, please see attached letter from Rapp Surety.


The final construction cost is \$509,743.85 plus the \$9,600.00 totaling \$519,343.85. The final project cost (approximately \$745,000) including the construction, engineering, inspection, overhead and contingency is within the budget amount of \$801,000.00

#### FISCAL IMPACT

The Utility Users Tax-Capital Improvement Project Fund budgeted \$801,000.00 to the project. No additional funding is required to complete the project. The total project was under budget by approximately \$56,000.

#### Attachment:

1. Payment Detail
2. Rapp Surety Letter

  
Thaddeus McCormack  
City Manager

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: April 5, 2017

ITEM NO. 8

**Payment Detail**  
**PARKMEAD STREET REHABILITATION**

Contractor: Sequel Contractors, Inc.  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

Final Payment: \$ 236,303.76

Item No.	Description	Contract			Total	Completed This Period		Completed To Date			
		Quantity	Units	Unit Price		Quantity	Amount	Quantity	Amount		
Contract Work											
1.	Clearing and Grubbing	1	L.S.	5,000	\$	5,000.00	\$	2,500.00	100%	\$	5,000.00
2.	Construction Survey	1	L.S.	7,500	\$	7,500.00	\$	3,750.00	100%	\$	7,500.00
3.	Traffic Control	1	L.S.	34,000	\$	34,000.00	\$	17,000.00	100%	\$	34,000.00
4.	Storm Water Pollution Prevention Plan (SWPPP) Preparation & Implementation	1	L.S.	4,000	\$	4,000.00	\$	2,000.00	100%	\$	4,000.00
5.	Adjust Manhole Cover to Grade	5	EA.	1,000	\$	5,000.00	\$	5,000.00	5	\$	5,000.00
6.	Adjust Existing Water Valve Cover to Grade	7	EA.	1,000	\$	7,000.00	\$	7,000.00	7	\$	7,000.00
7.	Adjust Existing Water Meter Box to Grade	34	EA.	100	\$	3,400.00	\$	1,600.00	16	\$	1,600.00
8.	Replace Existing Water Meter Box and Adjust to Grade	7	EA.	250	\$	1,750.00	\$	6,250.00	25	\$	6,250.00
9.	Unclassified Excavation	52	C.Y.	55	\$	2,860.00	\$	1,008.15	18.33	\$	1,008.15
10.	Place Untreated Base/Overexcavation	200	TON	15	\$	3,000.00	\$	453.30	30.22	\$	453.30
11.	Mill and Remove Minimum 3.5" Existing A.C./ Macadam Pavement/Aggregate Base	48,675	S.F.	1	\$	48,675.00	\$	49,412.00	49412	\$	49,412.00
12.	Remove and Construct PCC Curb Ramp w/ Truncated Domes	975	S.F.	15	\$	14,625.00	\$	-	0.00	\$	19,622.70
13.	Remove and Construct 8" PCC Curb & Gutter	2,310	L.F.	34	\$	78,540.00	\$	499.80	2,345.84	\$	79,758.56
14.	Remove and Construct 4" PCC Sidewalk	1,850	S.F.	10	\$	18,500.00	\$	120.00	9,199.86	\$	91,998.60
15.	Remove and Construct PCC Residential Driveway Approach	1,057	S.F.	11	\$	11,627.00	\$	-	2,282.09	\$	25,102.99
16.	Construct Temporary Driveway Approach Access Ramp	8	EA.	250	\$	2,000.00	\$	10,250.00	41	\$	10,250.00
17.	Remove and Construct PCC Cross Gutter	1,186	S.F.	15	\$	17,790.00	\$	-	1,326.00	\$	19,890.00
18.	Construct A.C. Pavement	1,170	TON	60	\$	70,200.00	\$	72,484.80	1208.08	\$	72,484.80



Payment Detail

PARKMEAD STREET REHABILITATION

Contractor: Sequel Contractors, Inc.

13546 Imperial Highway

Santa Fe Springs, CA 90670

Final Payment: \$ 236,303.76

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
19.	Furnish and Install Signing & Striping	1	L.S.	2,000	\$ 2,000.00	162.5%	\$ 3,250.00	162.5%	\$ 3,250.00
20.	Furnish and Install Triton Catch Basin Insert with Shelf (Model TRC9)	2	EA.	2,000	\$ 4,000.00	2	\$ 4,000.00	2	\$ 4,000.00
21.	Furnish and Install 24" Box Tree	41	EA.	325	\$ 13,325.00	39	\$ 12,675.00	39	\$ 12,675.00
22.	Soil Prep, Fine Grade, Pre-Emergent Weed Killer, and Turf-Sod	12,476	S.F.	2	\$ 18,714.00	11509	\$ 17,263.50	11509	\$ 17,263.50
23.	Irrigation Repair	26	EA.	650	\$ 16,900.00	25	\$ 16,250.00	25	\$ 16,250.00
24.	Import and Place Topsoil	128	C.Y.	55	\$ 7,040.00	133.5	\$ 7,342.50	133.5	\$ 7,342.50
25.	Turf and Subsoil Removal	12,476	S.F.	1	\$ 9,357.00	11509	\$ 8,631.75	11509	\$ 8,631.75
26.	Plant Establishment Period	12	MONTHS	800	\$ 9,600.00	0	\$ -	0	\$ -
Total					\$ 416,403.00		\$ 248,740.80		\$ 509,743.85

Total Completed Items to Date: \$ 509,743.85

CONTRACT PAYMENTS

Total Items Completed to Date	\$ 509,743.85
Less 5% Retention	\$ 25,487.19
Less Progress Payment No. 1:	\$ 247,952.90
<b>Final Payment:</b>	<b>\$ 236,303.76</b>

Invoice Date		Invoice No.		Warrant Billing Period	
Invoice Due Date		Invoice Pay Date			
12/05/16		1		1/3/2017	
3/1/2017		2		3/27/2017	
				04/06/17	

Finance Please Pay:	\$ 236,303.76
Project Account:	454-397-C365-4800
Recommended by:	25 (2232)
Approved by:	25 #205

RS&IS

RAPP SURETY  
& INSURANCE SERVICES, INC.

March 29, 2017

City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

RE: Sequel Contractors, Inc.  
Santa Fe Springs, CA 90670

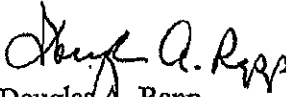
Project: Construction of Parkmead Street Rehabilitation  
Project No. 2016-26

Gentlemen:

Our client, Sequel Contractors, Inc., has requested that we confirm that the existing Performance and Payment (Travelers Casualty and Surety Company of America Bond No. 106491789) for the captioned project is in full force and effect for the warranty period of one year from completion of the improvements. We hereby confirm that fact.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,  
Travelers Casualty and Surety Company of America  
By: Rapp Surety & Insurance Services, Inc.

  
Douglas A. Rapp  
Attorney in Fact

## ACKNOWLEDGMENT

State of California

County of Orange

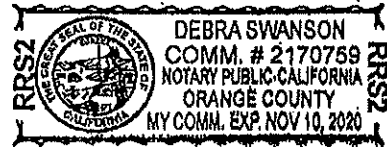
On March 29, 2017 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

224524

Certificate No. 006796256

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of May, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 16th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



  
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of March, 20 17.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kevin B. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



# *City of Santa Fe Springs*

City Council Meeting

April 13, 2017

## **NEW BUSINESS**

Request Approval for Artwork Proposal by Artist Candace Galvan for Traffic Signal Cabinet Art Program – Art Theme, City's 60<sup>th</sup> Anniversary

### **RECOMMENDATION**

That the City Council approve the art concept by artist Candace Galvan and authorize staff to enter into an agreement with Hartzog & Crabill, Inc. as part of a Traffic Signal Cabinet Art Project – Art Theme, City's 60<sup>th</sup> Anniversary.

### **BACKGROUND**

At the Heritage Arts Advisory Committee (HAAC) meeting on March 28, 2017, the committee approved a proposal for artwork to be placed on the northwest corner of Telegraph Rd. and Pioneer Blvd. as the third traffic signal cabinet under the proposed traffic signal cabinet project. The proposed art theme is the City's "60<sup>th</sup> Anniversary Celebration" which illustrates various historical moments of the incorporation of Santa Fe Springs to include an orange grove background.

The art murals continue to enhance the aesthetics of the City and these decorative murals are a cost-benefit in reducing maintenance costs of graffiti removal which can exceed the cost of the murals over time. The murals have an anti-graffiti sealant on them which deters and prevents the application of graffiti.

Ms. Galvan has completed various art projects for the City of Bellflower, including completion of the two painted traffic signal boxes on the northeast corner of Telegraph and Orr & Day of the "All American City" scene set in 1957, and the say no to drugs, "Red Ribbon Parade" on the northwest corner of Telegraph Rd. and Jersey. Ms. Galvan submitted three renderings depicting the City's 60<sup>th</sup> Anniversary to the HAAC for their review. The HAAC selected and approved the attached rendering for City Council consideration and approval. The Mayor may call upon Ed Ramirez, Executive Secretary for the HAAC, to answer any questions the Council may have regarding the proposed pilot Traffic Signal Cabinet Art Project.

### **FISCAL IMPACT**

This project will be financed through the Art in Public Places Program Fund for a total amount of \$2,300.00 (\$1,800.00 for large box and \$500.00 smaller box)

### **INFRASTRUCTURE IMPACT**

The infrastructure impact is minimal. Any necessary aesthetic repairs are provided by the artist at a rate of \$50.00 per hour.

  
Thaddeus McCormack  
City Manager

Report Submitted By: Ed Ramirez  
Department of Community Services

Date of Report: April 6, 2017

**ITEM NO. 9**



# *City of Santa Fe Springs*

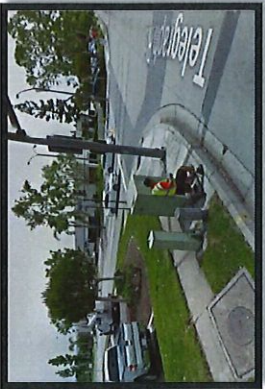
City Council Meeting

April 13, 2017

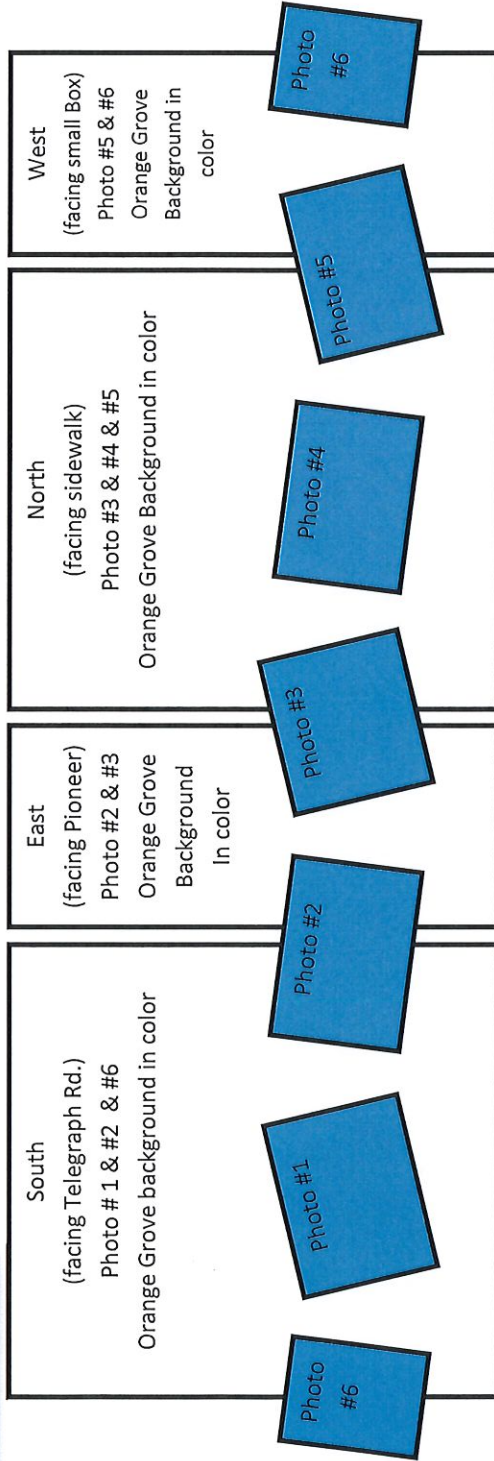
## Attachments

Proposed Artist Rendering – Traffic Signal Cabinet Art Pilot Program,  
Hartzog & Crabill, Inc. Proposal for Mural Art – Utility Box (60<sup>th</sup> Anniversary  
Theme)





# Traffic Box Art Work (Southwest Corner Telegraph Rd & Pioneer)



## Small Box

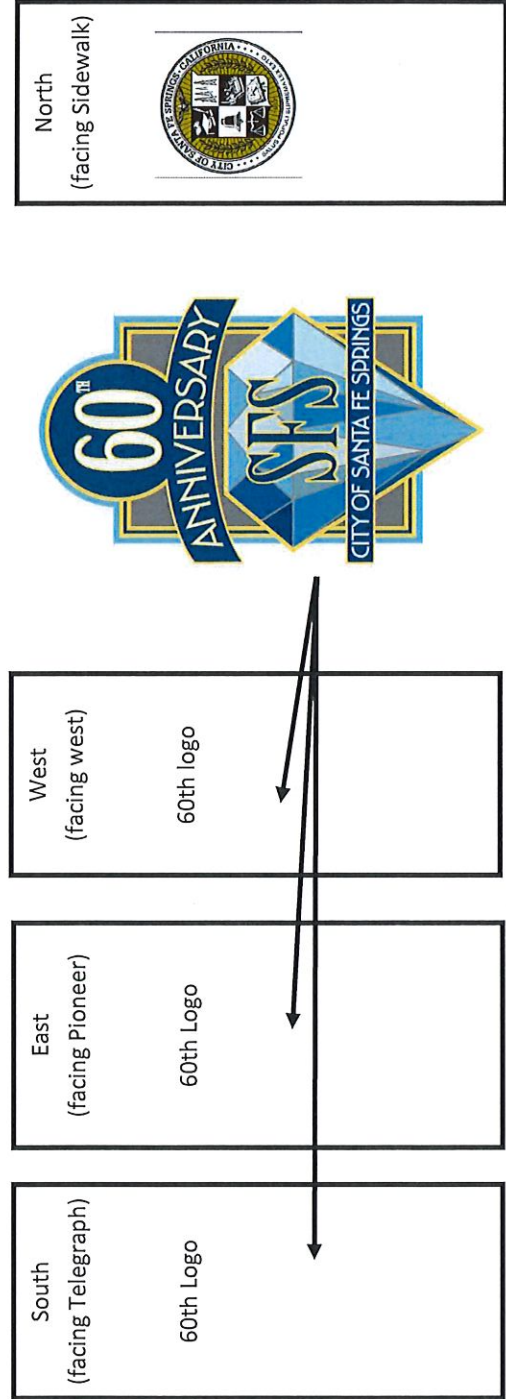


Photo #1

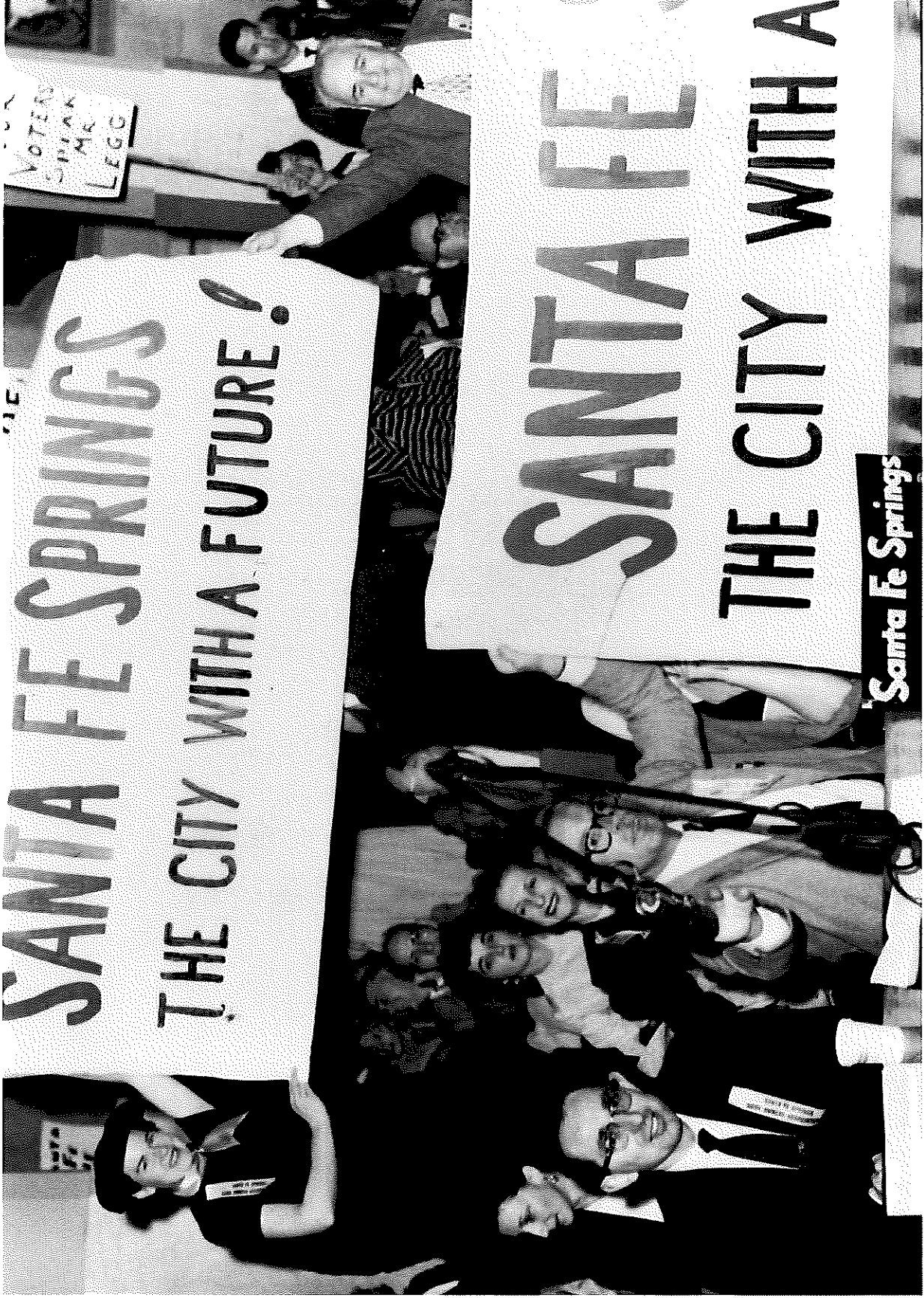






Photo #2



Photo #3



Photo #4



Photo #5



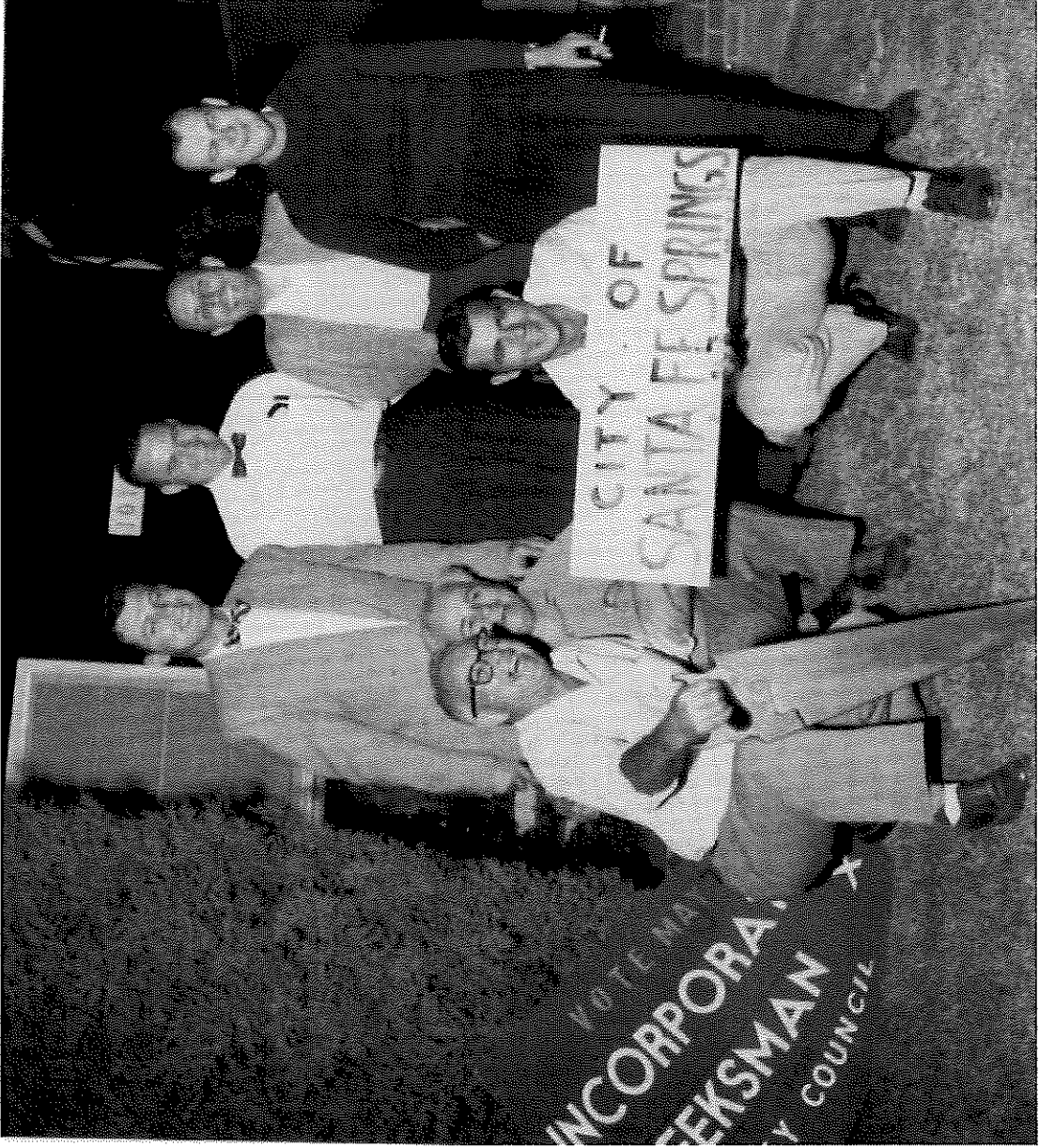


Photo #6





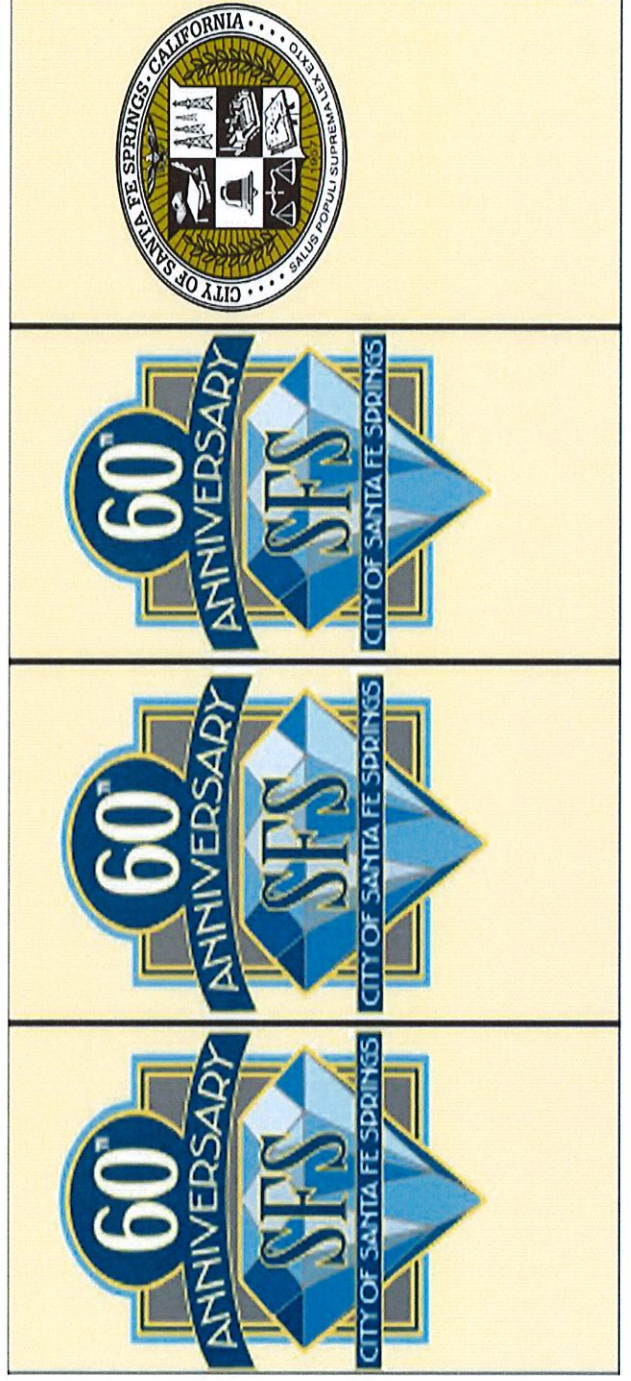
# Traffic Box Art Work

(Southwest Corner Telegraph Rd & Pioneer)

Large Signal Box



Small Signal Box







**NEW BUSINESS**

Request for Out-of-State Travel for Librarian I, Ryan Peña, to Attend the International Literacy Association's 2017 Conference & Exhibits

**RECOMMENDATION**

That the City Council approve out-of-state travel for Librarian I, Ryan Peña, to attend the International Literacy Association's 2017 Conference & Exhibits in Orlando, FL from July 14-17, 2017.

**BACKGROUND**

The International Literacy Association (ILA) is an organization that is comprised of 300,000 literacy educators, researchers, and experts in over 75 countries. The organization was founded as the International Reading Association and has worked for over 60 years to improve literacy instruction by providing professional development and research. ILA's mission is "to empower educators, inspire students, and encourage leaders with the resources they need to make literacy accessible for all."

ILA's conference is the premier event for literacy professionals worldwide, and this year's theme focuses on reimagining literacy, including diving in to the ever-evolving definition of literacy and exploring how it impacts instruction across disciplines. It is an opportunity to examine the latest research and trends in the classroom. With more than 300 educational sessions and preconference institutes from which to choose, the opportunity to examine the latest research and trends in the classroom is in reach. Our goal is that the information and tools gleaned from this conference will enhance our teaching methods and provide ideas for new services to benefit our local students.

Core Program/Objectives Include:

- Preconference Institute- Differentiation in the Primary Classroom: Greater Success Through Prioritizing Skills
  - A hands-on workshop which offers a streamlined approach to literacy standards and activities. Through videos, paired exercises, lecture, and discussion, learn which standards to prioritize, when, and with whom.
- Teaching Edge
  - Sessions which feature innovative speakers on the cutting edge of literacy teaching trends—those responsible for sparking new movements in education.
- Putting Books to Work
  - A reimagining of an author panel as a hands-on workshop. Dive deep into classroom-friendly titles with the acclaimed authors who



## *City of Santa Fe Springs*

### *City Council Meeting*

April 13, 2017

wrote them, and leave with practical, teacher-generated ideas for incorporating those books into local curriculum.

- Research- Poster Session
  - A forum for the presentation of research and the opportunity to talk one-on-one with those conducting current research in literacy.

#### **FISCAL IMPACT**

The estimated expense incurred to attend ILA's 2017 Conference is approximately \$1,500.00. This cost including travel, lodging and the registration fee is budgeted in the 2016-2017 operating budget for the Library Services Division in the Department of Community Services.

#### **Attachment**

2017 International Literacy Association Attendee Registration Form

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

Thaddeus McCormack  
City Manager



If you're using a credit card, make your reservation via phone (888.294.9167 or 415.979.2278) or online at [ilaconference.org](http://ilaconference.org).  
Visit the [ILA Support Center](http://ilaconference.org) for help and more details. **QUESTIONS:** Call 888.294.9167 or [Send Us a Message](mailto:customerservice@reading.org)

During the registration process, we may need to reach out to you with questions, or want to keep you posted about exciting ILA events (and any exhibitor-hosted breakfasts or social events that may arise) at ILA 2017. What's the best mailing and e-mail address to reach you from January-July 2017? Please check the box and let us know whether this contact information is for your home or work.

ILA CUSTOMER NUMBER (found on correspondence from ILA) \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Job Title \_\_\_\_\_

☐ HOME ☐ WORK Organization \_\_\_\_\_ On-Site Emergency Contact: Name \_\_\_\_\_

Street Address \_\_\_\_\_ Phone Number (reachable during conference) \_\_\_\_\_

City, State, Zip/Postal Code, Country \_\_\_\_\_ Relationship \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_ Alternate E-mail (during summer months) \_\_\_\_\_  
(required for coded confirmation e-mail and to pick up conference materials on-site)

Please check the following as appropriate:

- ☐ Yes ☐ No I require special services according to the Americans with Disabilities Act (ADA). Describe here: \_\_\_\_\_
- ☐ Yes ☐ No I do not wish to receive hard copy mailings, invitations, and e-mails from commercial entities associated with the ILA 2017 Conference & Exhibits. (ILA will provide mailing information to third parties only for U.S. attendees who have not opted out of commercial mailings associated with the ILA 2017 Conference.)
- ☐ Yes ☐ No Is this your first time attending our annual conference?

We'd love to get to know you better. Please tell us about yourself.

1. Which title best describes your current position?  
☐ Administrator ☐ Classroom teacher ☐ Reading teacher/specialist ☐ Researcher/university faculty ☐ Undergraduate preservice teacher ☐ Other education professional
2. How many years of experience do you have in your current position? ☐ 0-5 years ☐ 6-10 years ☐ 11+ years
3. What ages are most of the learners you work with? ☐ Under age 5 ☐ Ages 5-18 ☐ Over age 18 ☐ N/A or I do not work directly with learners
4. What is your role in buying products/materials for your school and/or district? ☐ Decision maker ☐ Influencer ☐ No role

Due to popular demand, registration for Conference Plus, Edcamp Literacy, and the New Member Meetup and tickets for the Author Meetups and Literacy Night at Universal will only be available online. Visit [ilaconference.org](http://ilaconference.org) to register and purchase tickets.

	EARLY BIRD RATES (through April 24, 2017)				STANDARD RATES (starting April 25 through June 5, 2017)				ON-SITE RATES (starting June 6 through July 17, 2017)				Amount
	Member	Non-member	Student <sup>1</sup> / Emeritus <sup>2</sup> / DevEcon Member	Student Non-member	Member	Non-member	Student <sup>1</sup> / Emeritus <sup>2</sup> / DevEcon Member	Student Non-member	Member	Non-member	Student <sup>1</sup> / Emeritus <sup>2</sup> / DevEcon Member	Student Non-member	
<i>All fees are in U.S. dollars</i>													
Conference & Exhibits Only Saturday–Monday, July 15–17	\$329	\$409	\$169	\$329	\$429	\$509	\$239	\$429	\$479	\$559	\$269	\$479	\$
Preconference Institutes, Friday, July 14 (limited availability; select three by priority) #1_____ #2_____ #3_____	\$149	\$219	\$119	\$189	\$239	\$309	\$179	\$249	\$279	\$349	\$209	\$279	\$
Single Day (select one): <input type="checkbox"/> Saturday, July 15 <input type="checkbox"/> Sunday, July 16 <input type="checkbox"/> Monday, July 17	\$169	\$239	\$129	\$199	\$259	\$329	\$189	\$259	\$299	\$369	\$219	\$289	\$
Guest (Limit one per registrant for three-day admittance to the Exhibit Hall; excludes access to sessions, Clock Hours, and Certificate of Attendance)				First Name:			Last Name:			All categories = \$75			\$
<input type="checkbox"/> Undergraduate Preservice Teacher, Conference & Exhibits only For additional information, please visit the <a href="#">ILA Support Center</a> for details.													FREE
Each lunch event ticket must accompany a paid registration or paid Guest. Name badges are required to gain admittance to all ILA events.													
ILA Meet & Eat Networking Lunch, Saturday, July 15									# of tickets_____ x \$50 =		\$		
ILA Sparks Lunch, Sunday, July 16									# of tickets_____ x \$75 =		\$		
ILA Power Hour Lunch, Monday, July 17									# of tickets_____ x \$50 =		\$		
One-Year ILA Basic Membership to take advantage of member conference rates											\$45		\$
One-Year ILA Student Membership to take advantage of member conference rates											\$30		\$
Donate to ILA to help make literacy accessible to all. <input type="checkbox"/> \$5 <input type="checkbox"/> \$10 <input type="checkbox"/> \$25 <input type="checkbox"/> \$50 <input type="checkbox"/> \$_____													

(1) Discounted Student Membership rate applies for up to five years to students enrolled in a graduate degree program. Please include proof of current student status with payment.

(2) Members who are fully retired and who have been an ILA member continuously for 10 years or more qualify for ILA Emeritus Membership.

For information on membership categories go to [literacyworldwide.org/membership-types](http://literacyworldwide.org/membership-types) OR call ILA Customer Service at 800.336.7323 (U.S. and Canada) or 302.731.1600 (all other countries) OR e-mail [customerservice@reading.org](mailto:customerservice@reading.org).

**PAYMENT INFORMATION** (Please do not record any credit card information. Instead, register online at [ilaconference.org](http://ilaconference.org) or call 888.294.9167)

TOTAL DUE \$ \_\_\_\_\_

☐ Check payable to International Literacy Association Check #: \_\_\_\_\_

☐ PO#: \_\_\_\_\_ (By using a PO for payment you agree to the PO Policy. For additional information about ILA's PO Policy, please visit the [ILA Support Center](http://ilaconference.org) for details.)

Upload this form with purchase order to the [ILA Support Center](http://ilaconference.org).

Mail only with check or purchase order to ILA Registration and Hotels, c/o Convention Management Resources, 101 Mission Street, Suite 200, San Francisco, CA 94105.

Registration forms submitted without a valid purchase order or check payment will not be processed until payment option is confirmed. Registration rates at time of payment will be applied.





# City of Santa Fe Springs

City Council Meeting

April 13, 2017

## NEW BUSINESS

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II) – Award of Contract

### RECOMMENDATION

That the City Council take the following actions:

- Accept the bids; and
- Award a contract to the low bidder, G.J. Gentry General Engineering, Inc. of Upland, California, in the amount of \$647,390.00.

### BACKGROUND

The City Council, at their meeting of February 9, 2017 authorized the City Engineer to advertise for construction bids for the subject project.

Bids were opened on March 21, 2017 and a total of six (6) bids were received. The apparent low bidder for the project was G.J. Gentry General Engineering, Inc., of Upland California. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. G.J. Gentry General Engineering Inc., Upland, CA	\$647,390.00
2. Dorek Construction, Pico Rivera, CA	\$706,850.00
3. TE Roberts Inc., Orange, CA	\$729,290.00
4. MMC Inc., La Palma, CA	\$736,440.00
5. Ferreira Construction Co, Inc., Chino CA	\$1,118,027.00.00
6. Valverde Construction Inc., Santa Fe Springs CA	Non-Responsive

The bid submitted by Valverde Construction Inc. was determined to be non-responsive due to the lack of acknowledgment by Valverde Construction Inc. of Addendum No. 1.

The bid submitted by G.J. Gentry General Engineering Inc., Upland, California is approximately 2% below the Engineer's Estimate of \$660,000.00.

Public Works has reviewed the bids and has determined the low bid submitted by G.J. Gentry General Engineering Inc., of Upland, California to be satisfactory.

Florence Avenue Segment Phase II water main relocation work includes furnishing and installing 8-inch ductile iron pipe, furnishing and installing fittings, valves, blow off assemblies, local service meters and appurtenances, within the vicinity of the State's freeway widening, and other ancillary work.

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

 Date of Report: April 5, 2017

ITEM NO. 11

**FISCAL IMPACT**

The City of Santa Fe Springs will be reimbursed up to a maximum of \$1,515,000 for the construction work (Phases I & II) with a maximum of 125% of \$1,515,000.00. Local funds will be needed to make initial payments only.

**INFRASTRUCTURE IMPACT**

The relocated water mains and service meters will accommodate the widening of the Interstate 5 Freeway, and provide reduced City water system annual maintenance and operating costs.



Thaddeus McCormack  
City Manager

Attachment:  
Agreement



**CITY OF SANTA FE SPRINGS**

**CONTRACT AGREEMENT**

FOR

**INTERSTATE 5 FREEWAY WIDENING WATER MAIN RELOCATION FOR THE  
FLORENCE AVENUE SEGMENT (PHASE II)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 13th day of April 2017, BY AND BETWEEN the **City of Santa Fe Springs**, as AGENCY, and **G.J. Gentry General Engineering, Inc.** as CONTRACTOR in the amount of **\$647,390.00.**

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

### ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

### ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

THE CITY OF SANTA FE SPRINGS

By:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



# City of Santa Fe Springs

City Council Meeting

April 13, 2017

## NEW BUSINESS

Resolution No. 9539 – Request for Parking Restriction on Florence Avenue west of Springdale Avenue

### RECOMMENDATION

That the City Council adopt Resolution No.9539, which would prohibit parking of vehicles weighing over 6,000 pounds on the north side of Florence Avenue from Springdale Avenue to a point 600 feet west of Springdale Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

### BACKGROUND

The Traffic Commission at their meeting of March 16, 2017 reviewed the attached report for the proposed parking restriction. The Commission voted 3 to 0 to recommend to the City Council for consideration and approval the proposed "No Parking Vehicles Over 6000 Pounds" restriction on the north side of Florence Avenue west of Springdale Avenue and the provision for a tow-away zone as stated herein.

Staff recommends implementation of the parking restriction as requested by the various businesses along this section of Florence Avenue plus the addition of a tow-away provision that will facilitate enforcement and deter the disregard of the parking restriction.

Thaddeus McCormack  
City Manager

### Attachments:

1. Resolution No. 9539
2. Traffic Commission Report

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

Date of Report: April 5, 2017

**ITEM NO. 12**

APPROVED:  
ITEM NO.:

**RESOLUTION NO. 9539**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA  
RESTRICTING PARKING AND STOPPING OF VEHICLES AND ESTABLISHMENT  
OF A TOW-AWAY ZONE ON PORTIONS OF FLORENCE AVENUE**

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

Section 1: Pursuant to the provisions of Chapter 75, Schedule II of the City Code, the following locations are designated as places where no person shall stop, stand or park a vehicle weighing in excess of 6,000 pounds at any time and is hereby established as a tow-away zone:

North side of Florence Avenue beginning at Springdale Avenue and extending to a point 600 feet west of Springdale Avenue

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this 13<sup>th</sup> day of April 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
William K. Rounds, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk





# **City of Santa Fe Springs**

## **Traffic Commission Meeting**

**March 16, 2017**

### **TRAFFIC ENGINEER'S REPORT**

#### **Request for Parking Restrictions on Florence Avenue West of Springdale Avenue**

##### **RECOMMENDATION**

That the Commission recommend to the City Council that a parking restriction for vehicles weighing over 6,000 pounds be implemented along with a provision for the towing of vehicles that violate the restriction on the north side of Florence Avenue from Springdale Avenue to a point 600 feet west of Springdale Avenue.

##### **BACKGROUND**

Staff has received requests from three businesses requesting a parking restriction on the north side of Florence Avenue west of Springdale Avenue.

The businesses are experiencing problems with large trucks parking continuously adjacent to their driveways making it difficult for their customers and employees to safely exit their parking lot onto Florence Avenue. Their request is for the implementation of a restriction on the north side of Florence Avenue west of Springdale Avenue that would prohibit vehicles over 6,000 pounds from parking along the aforementioned area. The impacted businesses are:

1. Sea One Seafoods (12319 & 12303 Florence Avenue)
2. Graphic Dies, Inc. (12335 Florence Avenue)
3. Advanced Lift Motors (12345 Florence Avenue)

Florence Avenue is classified as a major arterial highway with a curb to curb width of eighty-four feet. Florence Avenue runs in an east/west direction and extends from Telegraph Road on the east to Manchester Avenue on the west. The 2016 Average Daily Traffic (ADT) for Florence Avenue is 32,250 vehicles per day. Florence Avenue is striped for two lanes in each direction that are separated by a raised, landscaped median. Parking is generally prohibited on both sides of Florence Avenue in this area. Florence Avenue has a posted speed limit of forty miles per hour (based on a critical speed of forty-one miles per hour). The area is developed and has businesses that are consistent with the M1 zoning (Light Manufacturing) and M2 (Heavy Manufacturing) zoning land uses. The former site of the Powerline Oil Refinery is currently being redeveloped.

Staff reviewed the existing conditions at the location and found that there were large semi-trucks with trailers being parked adjacent to the driveway. The parking of large vehicles just north of the driveway impacts the ability of customers and employees exiting the parking lot to see approaching traffic.

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

Date of Report: March 9, 2017



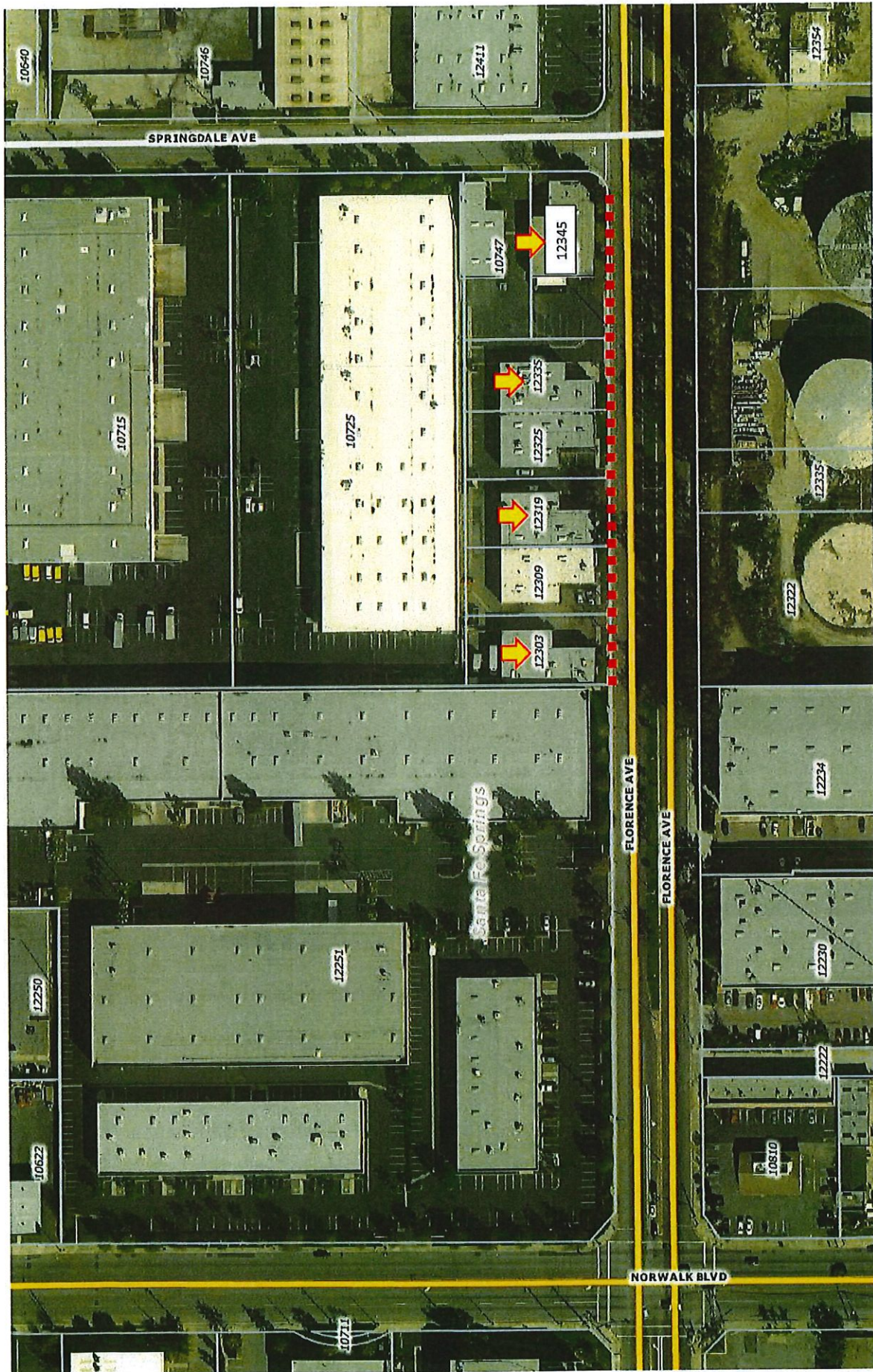
Staff recommends that a parking restriction prohibiting the parking of vehicles weighing over 6,000 pounds be implemented on the north side of Florence Avenue beginning at Springdale Avenue to a point 600 feet west of Springdale Avenue.

Also, in order to achieve a greater compliance of the restriction and alleviate the need for regular enforcement, a provision for the towing of vehicles that violate the restriction is recommended to be included with the parking restriction.

  
Noe Negrete  
Director of Public Works

Attachment:  
Location Map





PROPOSED NO PARKING VEHICLES OVER 6000 POUNDS RESTRICTION  
ON FLORENCE AVENUE WEST OF SPRINGDALE AVENUE





**NEW BUSINESS**

**Citywide Street and Parking Lot Sweeping Services – Award of Contract**

**RECOMMENDATION**

That the City Council take the following actions:

- Award a contract to Nationwide Environmental Services, division of Joe's Sweeping, Inc. ("Nationwide") to provide Citywide Street and Parking Lot Sweeping Services.
- Authorize the Mayor to execute a Service Agreement with Nationwide Environmental Services of Norwalk, California to provide Citywide Street and Parking Lot Sweeping Services.

**BACKGROUND**

The City Council, at their meeting of January 30, 2014, awarded a contract to Nationwide to provide citywide street and parking lot sweeping services. The contract is scheduled to expire on June 30, 2017. The City Council awarded the contract to Nationwide based on the low bid of \$381,600.00 for a term of 36 months (\$10,600 per month). The bid was submitted in response to the City's Request for Bids, with the second lowest bid being \$470,658.24.

Staff has evaluated Nationwide's performance during the term of their contract and determined that they have done an excellent job and complaints from residents and businesses have been minimal.

Staff is recommending that the City Council award a contract to Nationwide for a 3-year term, effective July 1, 2017, in the amount of \$435,024.00 (\$12,084.00 per month). The proposed fee is a 14% increase above the current fee. However, the proposed fee is less than the second lowest bid referenced above when the City Council awarded the initial contract to Nationwide.

The City reserves the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council. The Contractor reserves the right to request from the City Council a cost-of-living increase to the annual fee effective July 1, 2020.

**FISCAL IMPACT**

The cost of the contract with Nationwide is included in the Department of Public Works budget for FY 2017-18.

**INFRASTRUCTURE IMPACT**

The contract with Nationwide ensures that the City's streets are kept clean and the safety and welfare of the City's residents and businesses is maintained.

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

Date of Report: April 6, 2017



Thaddeus McCormack  
City Manager

Attachments  
Power Sweeping Service Agreement

**THE CITY OF CITY OF SANTA FE SPRINGS**  
**CITYWIDE STREET & PARKING LOT SWEEPING SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2017, by and between the **City of Santa Fe Springs**, a municipal corporation ("City"), and **Nationwide Environmental Services, A Division of Joe's Sweeping, Inc.** ("Contractor").

**RECITALS**

WHEREAS, the City desires to employ the Contractor to perform the sweeping of residential and non-residential streets, parking lots and highways.

WHEREAS, the City has determined that the Contractor is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

**1. ENGAGEMENT OF CONTRACTOR**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

**2. SCOPE OF SERVICES**

The Contractor will perform services as set forth in the attached **Exhibit A**.

**3. PROJECT COORDINATION AND SUPERVISION**

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

**4. COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed monthly amount of **\$12,084.00** (\$435,024.00 annually) for services rendered during the term of the contract. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.



Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

5. **LENGTH OF AGREEMENT**

The term of this Agreement shall be for three (3) years from the effective date of this Agreement. The AGENCY reserves the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council.

Contractor reserves the right to request from the City Council a cost-of-living increase to the annual fee effective July 1, 2020.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

- A. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- B. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

- C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.
- D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written

statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. **LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

16. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

17. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

18. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like);

or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

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

To the Contractor:                       Nejteh Der Bedrossian, Operations Manager  
11914 Front Street  
Norwalk, CA 90650

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

**19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS**

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.



IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

\_\_\_\_\_  
CONTRACTOR

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

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
WILLIAM K. ROUNDS, MAYOR

ATTEST

\_\_\_\_\_  
JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

## **EXHIBIT A**

### **CITY OF SANTA FE SPRINGS**

#### **CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT**

##### **SCOPE OF SERVICES**

###### **General**

The Contractor shall perform all work covered by this Agreement in a manner satisfactory to the Contract Administrator. The work to be done shall include the furnishing of all labor, material, equipment, tools, and any other incidental expenses necessary to perform the services as detailed below.

###### **Street Sweeping Services**

- A. In general, all streets with medians must be swept on both the curb side and painted side. All streets and alleyways in the City, with or without curb and gutter must be swept.
- B. Sweep all parking lots specified in attached Exhibit B once per week.
- C. Each section or portion of street that is posted with "street sweeping signs" that temporarily prohibit vehicular parking during the posted times, shall be swept during the posted times. Each section or portion of street that is not posted, either with or without curb and gutter, shall also be swept. Every attempt shall be made to sweep curbside of each street unless prohibited by vehicles or other obstructions that render the provision of service impossible or hazardous in each specific circumstance.
- D. Residential streets shall be swept during the posted hours. Sweeping routes for the residential areas have been separated by day and time in attached **Exhibit C**.
- E. The Contract Administrator will negotiate with the Contractor a sweeping schedule and routes for industrial and commercial streets. All industrial and commercial streets, and the median curb and median areas shall be swept between the hours of 10:00 p.m. to 5:00 a.m.
- F. The Contractor will be responsible for the cost of providing the water required for operating the street sweeping equipment. The Contractor will not use City of Santa Fe Springs water sources to perform street and parking lot sweeping services.
- G. The discharge of non-storm water into storm drain inlets, catch basins, or into the curb-and-gutter leading to the storm drain system is strictly prohibited by Storm water and Runoff Pollution Control Regulations, and under the Federal Clean Water Act.

- H. Contractor shall sweep in the vicinity of schools at times which do not conflict with parking, pickup and drop off times
- I. Contractor shall report to the Contract Administrator any encroachment of vegetation which impairs one's ability to sweep.
- J. Extra Sweeping – Emergency: There shall be a two-hour maximum response time for emergency sweeping after requested by the Contract Administrator. Emergency sweeping shall be paid at a rate of \$75.00 per hour for actual time spent in the City performing the emergency work.
- K. Extra Sweeping – Non-Emergency: Non-emergency sweeping shall take place no later than the same or next business day after requested by Contract Administrator. Non-emergency sweeping shall be paid at a rate of \$60.00 per hour for actual time spent in the City performing non-emergency work.
- L. Any extra work performed beyond what is described in Exhibit A, Street Sweeping Services, shall not be performed without prior authorization from the Contract Administrator.

#### **Public Relations**

- A. The Contractor shall maintain an office and at all times during the hours between 8:00 a.m. and 5:00 p.m. of each working day have a full-time employee at said office for the answering of inquiries and for receiving complaints from the Contract Administrator.
- B. The Contractor shall provide the telephone number of a designated employee available between 5:00 p.m. and 8:00 a.m. for emergency calls and complaints from the City.
- C. The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection by the Contract Administrator.
- D. The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Contract Administrator within twenty-four (24) hours as to the action taken concerning each complaint.
- E. The Contractor is required to have radio-equipped street sweepers and a supervisor available by telephone on a 24-hour basis who is assigned to provide direction and prompt attention to requests from the City for emergency service. Response shall be within two hours after request is received.
- F. The Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the agreement. The Contractor shall

report to the Contract Administrator the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

- G. The Contractor shall provide all labor, materials and equipment to install traffic control devices advising the public of hazards due to cleaning. Upon completion of the work, the Contractor shall promptly remove all signs and warning devices.

### **Coordination with Other City Programs**

The Contractor is required to establish and maintain good working relationships with various departments in the City. The Contractor shall be responsible for cooperating and coordinating with the following City programs:

- A. Waste Collection Program: This program consists of the collection of garbage and recyclable materials in the residential areas. The frequency of collection is once a week and the days of collection are Mondays, Tuesdays and Wednesdays.
- B. Tree Pruning Program: The City prunes street trees on a three-year trim cycle and also removes trees as necessary. Tree crews work daily, Mondays through Fridays.
- C. Road Work: City, County, and utility maintenance forces make street repairs on an as-needed basis. Coordinate with the City's Department of Public Works for ongoing street and waterline projects.
- D. Traffic Counters: The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters, which utilize one or more hoses, placed in the roadway. The Contractor shall work with the City on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the traffic counter equipment and appurtenances. If the Contractor's equipment causes damage to such a counter or its appurtenances, the Contractor shall bear the entire cost of restoration, repair, testing, or replacement of the traffic counter.

### **Personnel and Supervision**

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this Agreement. The Contractor shall require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. The employees shall also maintain good bearing and deportment toward the public.

The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor shall check with the Contract Administrator weekly as to (1) schedule of work, (2) complaints, and (3) adequacy of performance.

## **Equipment and Materials**

Contractor shall use street sweeping equipment in conformance with the highest standard of street sweeping. Sweeper speed and broom pattern shall be in accordance with manufacturer's recommendations. Sweepers, when driven, shall not exceed the posted speed limit.

All equipment shall be:

- A. Standard full size motorized street sweeper;
- B. An air regenerative sweeper equal to or larger than a Tymco 600, or shall be a vacuum sweeper with equal pick-up capabilities, with dual gutter brooms;
- C. Maintained in top running condition, including arriving clean for each daily schedule.
- D. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time; and
- E. Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Santa Fe Springs". The sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number.
- F. Contractor shall comply with all applicable air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. All power sweeping equipment (including Strand Sweeper) must use alternative fuel in accordance with the South Coast Air Quality Management District Rule No. 1186.1.

## **Schedule Variations**

- A. Notification. Whenever the schedule of work is not followed, for any reason, the Contractor shall notify the Contract Administrator and get approval to modify the sweeping schedule.
- B. Holidays. In the event that the scheduled sweeping day for an area falls on a City holiday, sweeping shall be scheduled and take place either the day previous to the holiday, the day immediately after the holiday or on the same day one week after the holiday, depending upon the direction of the Contract Administrator. The following days are designated by the City as holidays:
  - 1. New Year's Day.
  - 2. Martin Luther King Jr.'s Birthday.
  - 3. Lincoln's Birthday.
  - 4. Washington's Birthday.
  - 5. Cesar Chavez's Birthday
  - 6. Memorial Day.
  - 7. Independence Day.
  - 8. Labor Day.
  - 9. Veteran's Day.
  - 10. Thanksgiving Day.



11. Day after Thanksgiving Day.
12. The day before Christmas from 12 noon until 5 p.m., if Christmas falls on a day other than Saturday, Sunday, or Monday.
13. Christmas Day.
14. The day after Christmas, in those years in which Christmas falls on a Thursday.
15. Every day appointed by the President or Governor for a public holiday.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

- C. Weather. In the event weather cancels any sweeping, the work shall be made up at an agreed upon time and day following contact with the Contract Administrator.
- D. Equipment Failure. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, the Contractor shall make every reasonable effort to provide services during the schedule time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, the Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity on the same day, without impacting the existing, established schedule or causing additional neglect to streets requiring sweeping on the designated day within the designated time frames.\
- E. Documentation. In the event that equipment or operator failure results in designated and posted streets being neglected and at no time during the same business day are those neglected streets swept - irrespective of whether the designated time frames are met - the Contractor shall be responsible for recording and reporting the neglected curb miles and credit the City on the applicable month's billing for services not rendered.

Failure of the Contractor to account for and report on the applicable monthly billing statement, of neglected streets not swept during regularly scheduled time frames due to the Contractor's failure to provide services, may be construed as a material breach of contract. If Contractor neglects sweeping on designated street, he or she shall sweep the street at his sole cost, at the Contract Administrator's request or discretion.

### **Sweeping Descriptions**

- A. Specifically, street sweeping shall include picking up silt, mud, sand, dirt, paper, leaves, grass, miscellaneous debris and standing water in swales.
- B. Parking lots shall be swept for full coverage of area on the parking lot side of bumpers. Parking lots that are not equipped with wheel stops (bumpers) shall have the curb and gutter swept by whatever means necessary in order to provide appropriate and requested service, irrespective of the type of approved equipment utilized by the Contractor. In particular, gutters and drainage channels shall not be allowed to accumulate debris to the extent that water is obstructed and impeded from reaching intended drainage inlets.
- C. The Contractor shall provide sufficient water for the street sweeping equipment necessary to comply with the Agreement and to assure that the curb and gutter are left in a clean condition and the amount of dust during the sweeping is kept to a minimum.

- D. The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.
- E. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours.
- F. No work will be permitted on major streets between the hours of 7:00 a.m. - 8:30 a.m. and 4:00 p.m. - 7:00 p.m., except for emergency call-out services. Major streets are defined as Imperial Highway, Florence Avenue, Telegraph Road, Slauson Avenue and Washington Boulevard.

#### **Disposal of Sweepings and/or Debris**

- A. The Contractor shall be responsible for the cost of disposal of all sweepings and debris.

#### **Service Inspection and Deficiencies**

- A. The Contractor must employ sufficient personnel to perform all work as scheduled and approved by Contract Administrator. All work shall be performed in accordance with this agreement so as to maintain a pleasing aesthetic appearance.
- B. The Contract Administrator and the Contractor will meet on a mutually agreed schedule. Inspection of the areas included in the Agreement will be made by the City and Contractor. The results of each inspection will be recorded, forwarded to the Contractor and retained for reference.
- C. The Contractor is required to correct any deficiencies found by inspection and listed in a deficiency report. Said deficiencies shall be corrected within the time specified by the Contract Administrator. If work listed in the Deficiency Report is not completed, payment covering subject deficiency shall be withheld until said deficiency is corrected.
- D. The Contractor shall contact the Contract Administrator on a weekly basis for notification of deficiencies requiring correction or for changes of any type.

#### **Damages**

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.

**EXHIBIT B**  
**PARKING LOT SWEEPING SCHEDULE**

**PARKING LOTS**

<b>Aquatic Center</b>	10145 Pioneer Boulevard	Sunday
<b>Center Court</b>	10340 Orr & Day Road	Sunday
<b>City Hall (West Side)</b>	11710 E. Telegraph Road	Sunday
<b>Heritage Park (Main Lot)</b>	12100 Mora Drive	Wednesday
<b>Heritage Park (North Lot)</b>	12100 Mora Drive	Wednesday
<b>Lake Center School (South Lot)</b>	11641 E. Florence Avenue	Sunday
<b>Lake Center School (Basketball Court)</b>	11641 E. Florence Avenue	Sunday
<b>Library (South Side)</b>	11700 E. Telegraph Road	Sunday
<b>Little Lake Park (North Lot)</b>	10900 Pioneer Blvd	Wednesday
<b>Little Lake Park (South Lot)</b>	10900 Pioneer Boulevard	Wednesday
<b>Los Nietos Park</b>	11155 Chatsworth Road	Sunday
<b>Municipal Services Yard (Interior)</b>	12636 Emmens Way	Wednesday
<b>Neighborhood Center</b>	9255 S. Pioneer Blvd	Wednesday
<b>Santa Fe High School</b>	10400 Orr & Day	Sunday
<b>Santa Fe Athletic Field</b>	9720 Pioneer Blvd	Wednesday
<b>Santa Fe Springs Park</b>	10068 Cedardale Drive	Wednesday
<b>Town Center Hall/Post Office</b>	11740 E. Telegraph Road	Sunday

## **Exhibit C**

### **Street Sweeping Schedule**

#### **Week 1**

Monday	Commercial & Industrial – Imperial Hwy to Southern City Limit, West City Limit to East City Limit
Tuesday	Residential Streets & Alleys
Wednesday	Municipal Services Yard, and Fulton Wells
Thursday	Residential Streets and Alleys
Friday	Commercial & Industrial – Telegraph Rd to Imperial Hwy, West City Limit to East City Limit

#### **Week 2**

Monday	Commercial & Industrial –Telegraph Rd to Northern City Limit, West City Limit to East City Limit
Tuesday	Residential Streets and Alleys
Wednesday	Municipal Services Yard, and Fulton Wells
Thursday	Residential Streets and Alleys
Friday	Citywide Raised/Painted Medians and Major Intersections





# City of Santa Fe Springs

City Council Meeting

April 13, 2017

## NEW BUSINESS

### Water Well Zone 1 Hydrogeological Services – Award of Contract

#### RECOMMENDATION

That the City Council take the following actions:

- Accept the Proposals; and
- Award a contract to Richard C. Slade & Associates, LLC., of Sherman Oaks California, in the amount of \$124,774.00; and
- Authorize the Director of Public Works to execute a contract with Richard C. Slade & Associates, LLC.
- Appropriate \$125,000.00 from the Bond Funds for Capital Improvement Projects to Activity No. 455-397-S037, Water Well Zone 1 Hydrogeological Services to fund the cost of the proposed contract.

#### BACKGROUND

The City Council, at their February 9, 2017 meeting, authorized the Director of Public Works to request proposals from qualified hydrogeological firms to perform Hydrogeological services to install a water well in Zone 1.

The City received proposals from the following two (2) firms:

1. Geoscience Support Services, Inc., Claremont, CA
2. Richard C. Slade & Associates, LLC., Sherman Oaks, CA

The proposals were evaluated based on several criteria, including qualifications of the contractor, proposed staffing levels, key personnel, proposed approach to the project's scope of work, past experience and proposed fee schedule. The proposals were evaluated and a summary of the Evaluation Team's scores is attached. The Evaluation Team included Frank Beach, Utility Services Manager, Robert A. Garcia, Capital Projects Manager, and Al Fuentes, Program Manager.

Staff is recommending that the City Council award a contract to Richard Slade & Associates, LLC in the amount of \$124,774.00.

The City Council approved the Ashmun well site location for a new water well in Zone 1. The site is a large City-owned parcel located adjacent to the San Gabriel River.

Richard C. Slade and Associates will provide the following services:

- Prepare a preliminary design report for the new well.

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete".

Date of Report: April 5, 2017

**ITEM NO. 14**

- Develop a set of plans and technical specifications, cost estimates for well construction.
- Management services for drilling and construction of a new well.
- Conduct water quality sampling and arrange for water testing.
- Process the required permits and reports required by State of California agencies.

The estimated cost for drilling and construction of the well casing and well head will be included as part of the City Council report requesting authorization to advertise for construction bids. This report will be submitted at a future City Council meeting.

**FISCAL IMPACT**

The cost of the proposed contract will be funded by the Bond Funds for Capital Improvement Projects.

**INFRASTRUCTURE IMPACT**

The siting of a new water well in Zone 1 would provide a new source of water supply for the City's residents and business. A new well would reduce the City's cost of purchasing water from outside sources which continue to increase their water rates and charges.



Thaddeus McCormack  
City Manager

**Attachments:**

1. Evaluation Summary
2. Agreement
3. Proposal
4. Fee Proposal

**CITY OF SANTA FE SPRINGS  
HYDROGEOLOGICAL SERVICES TO INSTALL A WATER WELL IN ZONE 1  
SUMMARY OF PROPOSAL EVALUATION RATINGS**

<b>Criteria</b>	<b>Geoscience</b>			<b>Richard Slade &amp; Assoc.</b>		
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer # 2	Reviewer #3
Qualifications of the Consultant	13	15	15	13	15	13
Consultant's Staffing	15	15	15	17	15	18
Key Personnel	15	15	15	18	15	18
Project Understanding and Approach	19	20	20	19	20	18
Past Experiences and References	8	10	10	10	10	10
Pricing	11	10	10	13	15	13
Total	81	85	85	90	90	90
Average Score:	84			90		

## CITY OF SANTA FE SPRINGS

### WATER WELL NO. 1 - HYDROGEOLOGICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of April, 2017 by and between the City of Santa Fe Springs (AGENCY), and Richard C. Slade & Associates, LLC (CONSULTANT), AGENCY and CONSULTANT (PARTIES) hereby enter 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 contained in the Scope of Services section of the Request for Proposals and in the proposal submitted on March 13, 2017 which are hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein. Said services shall be referred to as "Hydrogeological Services to Install a Water Well in Zone 1".
2. It is the AGENCY's intent to enter into an AGREEMENT with CONSULTANT for an amount not to exceed \$124,774.00.
3. AGENCY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached and made part of this Agreement. The hourly rate includes full compensation for direct labor and overhead costs. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by AGENCY and the CONSULTANT.
4. The parties hereto acknowledge and agree that the relationship between AGENCY 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 AGENCY 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.
5. CONSULTANT shall, indemnify, hold free and harmless the AGENCY and its appointed and elected officials, officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including reasonable attorney fees and shall indemnify, save and hold harmless AGENCY and its appointed and elected officials, officers, and employees from damages and expenses, 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.
6. 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 AGENCY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
7. CONSULTANT shall comply with City of Santa Fe Springs' Harassment Policy. The City of Santa Fe Springs prohibits any and all harassment in any form.
9. CONSULTANT shall submit to the AGENCY the required insurance certificates for the CONSULTANT and its team. The CONSULTANT shall indemnify and hold AGENCY and its officers, 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 negligent act or omission 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. Notwithstanding the foregoing, any duty to indemnify shall not include a duty to defend until a finding, by a court of competent jurisdiction, that CONSULTANT's willful misconduct, negligent performance, or failure to perform was a legal cause of claimant's damages, but only to the extent thereof.

The CONSULTANT shall maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- (a) Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- (b) Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- (c) 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.
- (d) Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to AGENCY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). 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.

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
TITLE

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

Corporation ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐

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

\_\_\_\_\_  
ADDRESS

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

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

\_\_\_\_\_  
NOE NEGRETE, DIRECTOR OF PUBLIC WORKS

\_\_\_\_\_  
DATE

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



**RICHARD C. SLADE & ASSOCIATES LLC**  
**CONSULTING GROUNDWATER GEOLOGISTS**

**TECHNICAL PROPOSAL  
FOR  
HYDROGEOLOGIC SERVICES FOR  
NEW MUNICIPAL WATER WELL – ZONE 1  
CITY OF SANTA FE SPRINGS  
LOS ANGELES COUNTY, CALIFORNIA**

**Prepared for:**

**City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, California**

**Prepared by:**

**Richard C. Slade & Associates LLC  
Sherman Oaks, California  
(818) 506-0418**

**March 13, 2017**



**RICHARD C. SLADE & ASSOCIATES LLC**  
**CONSULTING GROUNDWATER GEOLOGISTS**

**LETTER OF OFFER**  
**CONFIDENTIAL & PROPRIETARY**

March 13, 2017

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

Re: Technical Proposal,  
Hydrogeologic Services for  
New Municipal-Supply Water Well – Zone 1  
City of Santa Fe Springs, Los Angeles County, California

Job No. 375-LAS06

Dear Mr. Negrete:

In response to the City of Santa Fe Springs (City) Request for Proposals (RFP) dated February 2017, Richard C. Slade & Associates LLC, Consulting Groundwater Geologists (RCS), is pleased to submit this Letter of Offer and our Technical and Fee Proposals for hydrogeologic services for providing the design, the technical specifications, and the construction monitoring for a new municipal-supply water well within the City's Zone I pressure area.

For your project, RCS will provide the hydrogeologic office and field services associated with the tasks listed in the February 2017 RFP. These hydrogeologic tasks include: preparation of a Preliminary Well Design Report; assisting the City in the permitting process; preparation of the Technical Specifications and Bid Sheets; field monitoring of the drilling, construction and testing of the new well; and preparation of the final Summary of Well Construction Operations Report. Assisting RCS as our sole subconsultant will be Tetra Tech Inc. (TTI), of Irvine, CA; our two firms have jointly worked together in a similar fashion for numerous municipal-supply wells in the past. TTI will provide engineering assistance to RCS in preparing certain contract documents and special drawings, and for filing for and obtaining the requisite encroachment and well operational permits for the project.

It should be noted that RCS conducted the initial well feasibility and siting study to identify the selected location in Zone 1 for the subject new well. Consequently, and as a result of that study, it is understood that the City has selected the Ashmun site for the new proposed Zone No. 1 well. Because of our recent work in Zone 1, RCS is uniquely familiar with both the local and regional aquifer systems.

Our Technical Proposal, which is provided on the following pages, generally follows your RFP in terms of task setup, and provides a concise description of work to be performed during each task. We have endeavored to be as complete as possible to help the City in achieving a successful, high-capacity and potable municipal water-supply well at the proposed Ashmun well site.



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To answer Part A of your RFP, we submit the following responses:

1. Mr. Earl LaPensee, a Senior Groundwater Geologist at RCS, has been with the firm for 27 years and will be assigned as the Project Manager for this project. Mr. Slade, the undersigned, will serve as Principal-in-Charge. Messrs. LaPensee and Slade can be reached at 818-506-0418. Our address is:

Richard C. Slade & Associates LLC  
14051 Burbank Blvd. Suite 300  
Sherman Oaks, CA 91401

2. Federal Tax ID: 95-4711388
3. This proposal and its associated costs will remain in effect for a minimum period of 120 days from March 2017.

4. Sole Subconsultant

Mr. Ken Berard 909-980-6878  
Tetra Tech Inc.  
3200 Inland Empire Blvd  
Ontario, CA  
[Ken.Berard@TTI.com](mailto:Ken.Berard@TTI.com)

5. RCS and TTI are both aware of the contents of the existing RFP from the City, and we understand we will be obligated by possible addenda to that RFP, in regard to our written Scope of Services and associated costs.
6. Binding signature provided below.
7. Attesting Statement: The undersigned attests that all information provided within this Technical Proposal and Fee Proposal is true and correct to the best of my knowledge.

Per your request, we have provided the costs associated with our Scope of Work described herein within a separately-sealed envelope marked "Fee Proposal."

Thank you for this opportunity to submit this Technical Proposal to you. We look forward to the opportunity of working once again with your City of Santa Fe Springs on its proposed new municipal-supply water well at the Ashmun site in Zone 1.

Respectfully submitted,  
RICHARD C. SLADE & ASSOCIATES LLC

A handwritten signature in black ink, appearing to read "Richard C. Slade", written over a horizontal line.

Richard C. Slade  
President & Principal Groundwater Geologist





## SECTION B QUALIFICATIONS OF FIRM

### Introduction

1. Richard C. Slade & Associates LLC (RCS), Consulting Groundwater Geologists, was founded in 1983 by Mr. Slade. RCS is registered as a Limited Liability Company (LLC) in California.
2. The RCS firm has seven full-time, professional, groundwater geology employees including:
  - Mr. Richard C. Slade has 50 years of hydrogeologic experience in California, the last 34 of which have been as President and Principal Groundwater Geologist of RCS. Mr. Slade maintains licenses as a Registered Geologist and Certified Engineering Geologist in California.
  - Two senior, project-level hydrogeologists: Mr. Earl LaPensee, who is a Registered Geologist and Certified Hydrogeologist in California and also a Registered Professional Geologist with the American Institute of Hydrology (AIH). Mr. LaPensee has been with RCS since 1989. Mr. Anthony Hicke, who is also a registered Geologist and Certified Hydrogeologist in California, has been with RCS since 2001 and also serves as a senior hydrogeologist with the firm.
  - Four dedicated staff/field geologists to provide field and office support during well construction and testing activities on this project.
  - The firm's office is located in Sherman Oaks, Los Angeles County.
3. RCS' specific areas of hydrogeologic expertise include:
  - groundwater resource development via siting, specifying, and designing of new water wells for both municipal-supply;
  - preparing technical specifications and detailed line item bid sheets for the preliminary design and cost analysis of new wells;
  - providing experienced geologists to field monitor the drilling, final design, construction and testing of new water wells;
  - providing evaluations, cost estimates and technical specifications for the rehabilitation of existing wells;
  - groundwater basin evaluations and basin management;
  - aquifer analysis and water well testing;
  - evaluating groundwater contamination;
  - assessing groundwater quality;





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- rehabilitation of older wells;
  - providing independent reviews of technical reports prepared by others; and
  - providing expert witness services in hydrogeology.
4. Descriptive lists of key projects which document the groundwater experience of Richard C. Slade & Associates LLC are provided, together with the respective resumes for Mr. Slade, Mr. LaPensee and Mr. Hicke. Typical RCS clients have included City water departments, county water agencies, water districts, various engineering and architectural firms, environmental attorneys, and numerous wineries and vineyards.

5. Hydrogeologic Services for Municipal-Supply Water Wells

Richard C. Slade and Associates LLC, Consulting Groundwater Geologists, have been retained by numerous water agencies, cities, water districts and private water companies to develop their local groundwater resources. Typical of the types of services provided for these agencies depends on the needs of the client and have included such tasks as:

a. Hydrogeologic Evaluation and Well Siting

- Research of published geologic maps and reports;
- evaluate site geology and watershed conditions;
- evaluate surface and subsurface geologic conditions;
- identify groundwater flow directions;
- perform site reconnaissance visits;
- review driller's logs and casing records;
- evaluate and correlate electric logs;
- monitor water levels in wells;
- assess potential water quality problems;
- monitor field water quality parameters in existing wells;
- conduct pumping (aquifer) tests in wells;
- evaluate well interference between pumping wells;
- review down-hole videos of wells;
- evaluate water quality in onsite and in offsite wells;
- locate nearby offsite wells;
- determine feasibility of siting and constructing new water wells;
- prepare reports with conclusions and recommendations regarding feasibility of developing local groundwater supplies.

b. Prepare Technical Specifications for New Wells

- identify the location and depth for new onsite wells;
- assess site logistics for well construction;
- determine drilling methodology;
- evaluate conditions for wastewater discharge under NPDES permitting;



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- prepare detailed technical specifications and line item estimates of the probable cost for drilling and constructing new wells;
  - assist in bidding process.
- c. Field Monitoring Services
- geologically log drill cuttings from pilot hole;
  - evaluate the electric log of the pilot hole;
  - select depth zones and monitor aquifer zone isolation testing for water quality in selected aquifers
  - monitor construction of new wells and provide final recommendations for placement of well casings, perforations and gravel pack;
  - monitor the installation of the recommended casing and gravel pack;
  - monitor well development by mechanical and pumping methods;
  - monitor water levels; utilizing water level pressure transducers;
  - conduct pumping (aquifer) tests;
  - identify sampling/laboratory protocol for sampling events;
  - determine water quality parameters to test for in the laboratory;
  - provide recommendations for pumping rate and depth setting for permanent pump;
  - identify down-hole well problems and develop guidelines for rehabilitating existing wells;
  - prepare recommendations for rehabilitating existing wells.

6. Statement of Financial Condition

The firm of RCS, which was formed in 1983, continues to thrive and successfully provide its office and field consulting services in hydrogeology to its varied list of clients. RCS is in sound financial condition and does not have any currently outstanding claims, litigations in process, or pending litigation(s), below or in excess of \$25,000.00. Indeed, in the 34 years that RCS has been in operation, no claims or lawsuits have been filed against the firm.

7. RCS & TTI Joint Experience on Municipal-Supply Water Wells

Our two firms have previously and successfully worked together for many years, starting in the early-1990s, before TTI acquired ASL Consulting Engineers. Many of the same personnel that were present at that firm are currently employed by TTI. More recently, RCS has worked with TTI on the following projects:





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Project	Years	Description	Role
City of Beverly Hills, Two Shallow Wells	2014-2016	Prepared Technical Specifications and performed office and field monitoring of well construction.	Subconsultant to TTI, the prime engineering consultant.
City of Southgate Well No. 29	2014-2016	Prepared a PDR, Technical Specifications and performed monitoring of construction.	"
City of Santa Ana	2014	Preparation of a PDR.	"
City of Orange	2009-2014	Prepared a PDR, Technical Specifications, and performed office and field monitoring of construction.	"

**8. Current Staffing Capabilities & Construction Schedule**

The firms of RCS and TTI have the necessary personnel available to perform the work on this project for the City in a timely and cost-effective manner. Our current workloads are such that the joint effort by our firms will be able to meet the City's schedule. Indeed, most recently, RCS was able to meet the City's deadlines with regard to the initial well feasibility and siting project in 2016, which culminated in the selection of the Ashmun site by the City for the proposed well.

It should be noted that with regard to the currently proposed construction project, and specifically with regard to the well construction operations by a third-party vendor (i.e., the drilling contractor), the ability to meet the proposed City time schedule may be difficult, because the City and RCS will be subject primarily to when the drilling contractor will be able to: mobilize to the site; successfully drill and ream the borehole and install the casing; and thoroughly conduct the desired well development. Hence, there could be third-party, contractor –related delays associated with the project during drilling, construction, development and testing of the proposed new well.

**SECTION C  
PROPOSED STAFFING AND PROJECT ORGANIZATION**

RCS will provide the requisite hydrogeological consulting services, with regard to preparing the PDR and Technical Specifications and conducting Construction Monitoring Services. TTI, serving as subconsultant to RCS, will provide the necessary permitting services during construction of the well (i.e., encroachment of the storm drain through permitting with Los Angeles County Flood Control) and assist the City with obtaining the necessary operations permit(s) from the SWRCB DDW for the new well.





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The Key Staff members that will be dedicated to this project for RCS are Mr. Richard C. Slade, President and Principal Groundwater Geologist. He will oversee the entire project. Mr. Earl LaPensee, Senior Groundwater Geologist, will serve as the overall Project Manager, and will oversee the daily work for the preparation of the PDR and the Technical Specifications and for the day-to-day operations during construction and testing of the new well. RCS staff and field geologists will assist in providing office support and in conducting the actual onsite duties during the construction and testing of the new well. Their resumes are provided in the Appendix to this proposal.

Mr. Ken Berard of TTI will oversee the permitting process for the well. Mr. Berard will interact directly with the City and DDW during the permitting process and keep RCS abreast of these activities.

The Key Personnel listed herein will be present and involved throughout the entire project, without any constraints, conflicts or situations. None of the assigned Staff members will be reassigned nor replaced without prior written notification and approval from the City.

**SECTION D  
CONSULTANTS AND/OR SUBCONSULTANTS**

RCS understands that the City wishes to enter into one contract with only one consultant. RCS will be the prime consultant to the City for this project; TTI will be our only engineering subconsultant. As such, RCS will be responsible for all work, products and services rendered on this project. As noted above. As previously noted in our Letter of Offer, Mr. Ken Berard will be the main contact for TTI; his resume is also included in the Appendix. His contact information is:

TetraTech Inc  
3200 Inland Empire Blvd  
Suite 130  
Ontario, CA.  
Telephone: 909.980.6878.  
Email: [Ken.Berard@TTI.com](mailto:Ken.Berard@TTI.com)

As noted previously, the main responsibilities of TTI will be the preparation of the encroachment permit of Los Angeles County Flood Control District and providing assistance to the City in the preparation and submittal of the operational permit for the new well with the SWRCB DDW.

TTI is a separate business entity not affiliated with RCS in any capacity. On this project, TTI staff will report directly to RCS during the term of the Contract with the City.



**SECTION E**  
**UNDERSTANDING AND PROJECT APPROACH**

RCS has conducted several similar hydrogeologic and well siting feasibility and preliminary well design studies in the region and, thus, we have a comprehensive database and important insight with regard to local groundwater conditions. In those studies, we utilized available water well data and correlated electric logs, as available, for oil wells, groundwater monitoring wells, and water wells in the region. This correlation of electric logs has allowed RCS to develop a detailed correlation network of subsurface conditions, and an understanding with regard to the extent, continuity, and depths of the principal aquifer systems that are capable of supplying groundwater to your new well. Indeed, such correlation of electric logs was used during generation of our initial 2005 Draft report assessing hydrogeologic conditions in both pressure Zones I and II in the City and, more recently, in our Zone 1 Well Feasibility and Siting Study, which is dated December 2016, and which resulted in the selection of the Ashmun site for the City's new well. The following provides a brief summary of our understanding of key conditions in the region.

The local aquifer systems consist principally of continental deposits of the Lakewood Formation, which contains the Exposition and Gage aquifer systems, followed by continental and marine deposits of the San Pedro Formation. The aquifer systems within this latter formation are the Hollydale, Jefferson, Lynwood, Silverado and Sunnyside aquifer systems. Underlying the San Pedro Formation is the Pico Formation, which is of marine origin. Because this latter formation generally consists of fine-grained sand, silt and clay, it has a low permeability and is generally considered to be nonwater-bearing for municipal-supply purposes. Further, because it was originally deposited in a marine environment, there could be potential for water quality issues.

The Omega Chemical contaminant plume underlies the majority of the Zone I pressure area. Consequently, this was a major constraint in finding a suitable site for a new well, i.e., a well site that would least impact that plume during pumping of the new well. The Ashmun site appears to provide that characteristic, as it is located at a greater distance than the other sites, based on current data showing the subsurface outlines of the plume. Besides geologic logging and electric logging of the pilot borehole for the proposed well, isolated aquifer zone testing in the open pilot hole for the well is recommended by RCS. In addition, our Technical Specifications will provide for a relatively deep cement seal in the new well.

**KEY PRELIMINARY DESIGN ISSUES**

Several key well design issues that RCS could incorporate into the design phase of your project include:

- Depth and Thickness of the Aquifer System(s). This is a vital consideration of the project as the depths to the aquifer systems in Zone I need to be defined. Based on our previous study for Zone 1, a depth of 1,000 ft bgs appears to be a suitable drilling depth for the new well at the Ashmun site; the target depth is 900 ft for the constructed well.
- Aquifer Parameters. A review of available pumping data on water wells in the region will be conducted to determine potential pumping rates and specific capacities of a new





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well in Zone I. Based on our prior review of the data, it is likely that the new well will be able to pump at rates between 1,000 to 1,500 gpm.

- **Water Quality Conditions.** Because Santa Fe Springs has had a history of petroleum production and refining in the region, there is a potential for natural and/or man-made contamination of groundwater that may contain elevated concentrations of iron, manganese and arsenic, and even volatile organic compounds (VOCs). Isolated aquifer zone testing in the open pilot borehole for the new well will help determine which aquifer systems might pose a potential problem with regard to those constituents and compounds, if present. Thus, to better define the vertical distribution of such constituents of concern (COCs), then isolated aquifer zone testing is recommended by RCS to be conducted within the pilot hole for the proposed well.
- **Type of Well Casing.** The costs for different grades of steel will be discussed in the preliminary design phase; these grades range from low carbon (mild) steel to copper-bearing steel, to high strength low alloy (HSLA) steel, and finally stainless steel. A cost comparison versus potential longevity will be provided by RCS for each steel type. However, RCS recommends the use of HSLA casing or Type 304L stainless steel for new municipal-supply wells.
- **Perforations.** There are two basic types of perforations that could be used in your well: wire-wrapped well screen; and louvered (shutter) screen. Each type has its advantages and disadvantages and these will be discussed in our preliminary design for your new well. Preliminarily, louvered perforations are preferred because of their strength to better withstand rehabilitation activities on the well in the future.
- **Gravel Pack:** The appropriate gravel pack for your well is another very important consideration, in that choices of gravel pack will help allow adequate and efficient flow into the well while providing protection against sand production. The gravel pack gradation will be selected on the basis of grain size distribution testing of selected drill cuttings collected during drilling of the pilot hole.
- **Development:** Well development of the new well is a critical issue. Our Technical Specifications are oriented to provide adequate provisions for thorough mechanical, chemical and pumping development to help create a fully developed, potentially high-capacity water well.

**KEY DRILLING AND CONSTRUCTION CONSIDERATIONS**

Certain key well construction considerations will occur during the drilling, construction, development and testing of the new well. Prior to commencement of field operations, and in addition to the site-specific hydrogeologic issues, these other considerations involve logistical issues and these must be mitigated to help achieve a successful well construction project. The types of logistical issues that must be determined are as follows:



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1. The use of noise barrier walls. These are needed to reduce the impact on sensitive noise receptors (e.g., possible residences) at/near the drill site. Currently, because of the location of the Ashmun site, it appears that such noise control walls will be minimal or not even needed.
2. The driller will need an ample supply of potable water (perhaps 200 to 300 gpm) for drilling operations. Thus, the source of local water needs to be determined (and provided by the City) for the project. Because of the former City well at the site, water transmission pipelines may be present that can be utilized for this supply.
3. The locations of nearby storm drains are a prerequisite for the project in order to allow the discharge/disposal of all fluids generated during drilling, development and testing of your new well. However, based on the existence of a pipeline that formerly allowed "blow-off water" to drain from the former well at this site, then this same pipeline might still be available to be utilized.
4. Disposal of drilling and development fluids at this site is an important consideration during this well project. It should be noted that the "blow-off pipeline" from the well appears to drain to the nearby spreading grounds of the San Gabriel River, operated by the Los Angeles County Flood Control District (LACFCD). As such, it would be possible to allow discharge to occur under the County wide MS-4 Stormwater Discharge Permit. On the other hand, current California Regional Water Quality Control Board (CRWQCB) regulations require that discharge of waste fluids from drilling operations be permitted under National Pollutant Discharge Elimination Systems (NPDES) guidelines. As a result, an NPDES permit will be required for the proposed well and it is understood that the City or the Contractor will apply for this permit, prior to start-up of well construction operations. Which specific permit will be needed will be determined during preparation of the PDR.
5. One consequence of the need to discharge under a NPDES permit, if applicable, is that isolated aquifer zone testing and mechanical and pumping development operations could be either extended and/or delayed for periods of a few to several weeks, depending on laboratory turn-around time. Such delays could also be due to the probable need for on-site treatment and mitigation of waste discharge waters in order to comply with the NPDES permit. As a result, drilling contractor time and expense, to treat and/or mitigate total suspended solids (TSS) concentrations, and monitoring activities by RCS to check contractor compliance with the new NPDES permit, will need to be provided for during field operations. Treatment, discharge and monitoring costs for the contractor will also be provided for in a separate bid item in our Technical Specifications. .
6. Another issue could be security, if/when the drill site is left unattended. That is, persons other than those authorized could enter the site if there are no site security personnel. The contractor will need to provide such security, as necessary, when drilling operations are not being conducted.



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When construction on the project commences, the time to drill, complete and test the new well will need to proceed at a relatively rapid but safe pace. During this phase, the following key issues will be addressed by RCS:

1. Following pilot hole drilling, the contractor will conduct electric logging of the pilot hole. From this log, RCS will immediately provide the drilling contractor with our recommended depths for the isolated aquifer zone tests. Further, this electric log will also be correlated into the existing RCS electric log correlation network based on projects we have performed for other cities in the region. The capability of the defined aquifer systems to yield the desired rates of flow will be carefully evaluated. It is recommended that approximately seven (7) isolated aquifer zone tests be performed in the open pilot hole.
2. Following receipt of the laboratory test results of this work, RCS will immediately review the field and laboratory results and provide a well design to City, assuming the data indicate that a well at the site is feasible. This work will be conducted within a short time frame so as to avoid significant delays in the final construction of the well. Should the new in-situ data show the well is not feasible, then the City will be notified immediately and possible options discussed at that time.
3. The selection of a suitable gravel pack and slot size for the perforations is essential in obtaining a relatively high capacity production well. Thus, the gradation of the gravel, to help prevent sanding of the future pumping well, needs to be weighed against pumping rates that the well will need to deliver the desired flow rates.
4. Well development is crucial to obtaining a well with a high pumping rate and high specific capacity, if the encountered aquifer systems at the drill site are able to support them. Thus, a combination of efforts, mechanical, line-swabbing and pumping methods will be implemented during the project to achieve as high a pumping rate as possible.
5. During the final pumping tests of the completed well, RCS will install pressure transducers to automatically record changes in water levels. We have found that this is a very effective and efficient manner to collect and analyze accurate data, which then provides the City with a reliable estimate, in conjunction with the flow rates monitored from test pumping, of the pumping rate and pump depth setting for the permanent pump and of the transmissivity of the local aquifer system.

**SCOPE OF HYDROGEOLOGIC SERVICES**

**Task 1 – Consultation with City Staff**

**Subtask 1.1: Kick-off Meeting**

RCS and TTI will attend an initial Kick-off meeting with City staff to become acquainted with the individuals who will be associated with the project and to discuss the overall objectives of and scheduling for the project. Prior to this Kick-off meeting, RCS will develop a Workplan,



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including a Gantt chart, illustrating the duration of each project task, including milestones. Also, at this time RCS will collect additional data and/or documents, if any, as needed for the project.

**Subtask 1.2: Additional Meetings**

Prepare for and attend a total of six (6) additional project meetings. These meetings will be conducted in conjunction with City Staff to discuss project issues and progress. The following meetings will be conducted as follows:

- a pre-bid site walk (during the bidding process);
- a pre-construction meeting (following selection of the drilling contractor by City and prior to commencement of drilling activities at the site);
- a study session with the Planning Commission or the City Council;
- a meeting to present the Drinking Water Source Assessment Program report;
- a meeting to discuss the recommended well design following pilot hole drilling and isolated aquifer zone testing, and;
- a meeting with City staff to discuss drilling and hydrogeologic conditions.

**Task 2 – Drinking Water Source Assessment Program (DWSAP) Report**

Prepare a Source Water Assessment Program (SWAP) report for the DWSAP administered by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) for each replacement well. This task is usually performed after a new well has been constructed and after the well has been equipped with a permanent pump.

Preparation of the SWAP report will consist of preparing specific SWRCB forms, as designated by SWRCB, with regard to the following elements:

- Location of well in accordance with the township and range and latitude and longitude coordinates.
- An inventory/listing of potential contaminating activities (PCAs) and a vulnerability assessment.
- Delineation of groundwater protection zones and watershed boundaries, if applicable and the preparation of an assessment map illustrating these groundwater protection zones (or capture zones, as applicable). This map will also illustrate the location of the PCAs, as determined in this subtask.
- Preparation of a physical barrier effectiveness checklist, based on encountered hydrogeologic conditions beneath the site. This is for the purpose of evaluating the vulnerability of the proposed well site to PCAs in proximity to the site.
- Preparation of a well data sheet listing pertinent details of the construction of the well, along with information on its installed permanent pump equipment and its pumping parameters.





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Three (3) copies of a draft SWAP report will be submitted to the City, along with an electronic version. It should be noted that this SWAP cannot be submitted to the SWRCB DDW until after the pump and piping system(s) have been installed and final details on each are known. Thus, it is assumed that the City will finalize the SWAP for submittal to the SWRCB DDW.

**Task 3 – Preliminary Well Design Report (PDR)**

**Subtask 3.1 – Site Reconnaissance**

Conduct a site visit with City personnel to identify current key site parameters necessary for the preparation of the Technical Specifications for the drilling, construction, and testing of the new well.

**Subtask 3.2 – Preliminary Design Report**

Prepare a detailed preliminary well design report for the proposed new well for the final scheduled drill site. This report will address the following issues, with regard to the well site:

1. A thorough analysis of the data, documented with appropriate figures and tables.
2. Anticipated well yields (potential operational pumping rates) and the anticipated groundwater quality.
3. A summary and preliminary inventory of PCAs near the proposed well site.
4. Noise mitigation methods (e.g. sound attenuation) to be used around the drill site.
5. Approximate pilot hole depth and the preferred method of drilling, along with anticipated diameter(s) for the pilot hole and borehole ream(s).
6. Testing methods and sample analyses to be performed downhole in the pilot hole (such as isolated aquifer zone testing and electric logging).
7. Diameter and type of well casing and perforations to be used.
8. Anticipated gradation of the gravel pack.
9. Anticipated depths and footage lengths for the borehole reams, the cement seal(s), the gravel pack and a possible bottom-hole seal (if needed).
10. Mechanical, chemical and pumping development criteria and anticipated durations of each.
11. Parameters for the final pumping tests including downwell testing (spinner testing and depth-specific sampling under pumping conditions).
12. Disposal and treatment options for fluids generated during well development and testing (it is understood that City will have a storm drain line installed prior to commencement of drilling activities at the well site).

Our PDR will also contain an estimated range of costs for construction and testing of the new well. A Draft Report will be provided for your review. After receipt of any comments, we will



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incorporate those comments and prepare the Final PDR for the project, including two (2) hard copies and an electronic copy of the document in Adobe Portable Document Format (PDF).

**Task 4 – Plans and Technical Specifications**

**Subtask 4.1 – Preparation of Technical Specifications & Bid Documents**

For this task, RCS will prepare the Technical Specifications and line item Bid Sheets for all elements of the drilling, construction and testing of the new well. Our Technical Specifications will encompass and describe the following items:

1. General site requirements including, but not limited to, dust and noise control, disposal of waste materials, traffic control, initial site clearing/grubbing, supervision, submittals, etc.
2. Permits to be obtained and notifications by the drilling contractor (includes a County well permit).
3. Provisions for the driller to apply for and obtain either an encroachment permit from LACFCD or a National Pollutant Discharge Elimination System (NPDES) permit and to carry out the provisions of this permit, if applicable. Drilling/construction equipment/methods/requirements for the new well
4. Noise mitigation methods during construction.
5. Estimated depths for the pilot hole and the depths and diameters of the borehole reams.
6. Details for downhole geophysical (electric logging) and caliper surveying.
7. Plumbness and alignment testing requirements, via gyroscopic methods.
8. Downhole isolated aquifer zone testing construction, development and sampling methods in the open borehole and assorted water quality testing analytes.
9. Casing types (Corten vs stainless steel), casing diameters and casing depths and anticipated depth intervals for the perforations and types (louvers vs. screens) and associated accessory tubes (sounding, camera and gravel feed tubes).
10. The depth(s) of the final borehole reams and the depths of the anticipated deep cement annular sanitary seal(s) and/or aquifer seals, along with the anticipated gravel pack gradation (based on sieve analysis of formation samples) and depth placement for this gravel.
11. Mechanical and pumping development criteria.
12. Criteria for final pumping tests (step drawdown and constant rate pumping tests), flow meter (spinner) surveys, and depth specific sampling under pumping conditions.
13. Final video survey, well chlorination and capping.
14. Site cleanup and restoration plans.



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Our Technical Specifications will also include graphical illustrations and plans with regard to the construction parameters for the well. Following your review of our Draft of the Technical Specifications, we will incorporate your comments. These will be submitted to the City at the 60%, 90% and 100% completion levels. RCS will assist the City in the preparation of the bid documents and in the competitive bidding process by City.

The Technical Specifications will be melded with City's standard front-end documents and all text. A total of six (6) hard copies of the Draft and Final specifications and one electronic copy in Adobe PDF will be provided.

**Subtask 4.2 – Estimate of Probable Construction Costs**

Prepare our detailed estimate of the probable cost (on a line item basis) of the drilling, constructing and testing of the new well, exclusive of the permanent pump and aboveground appurtenances. This construction cost estimate should provide the City with a reasonable and realistic expectation of drilling construction costs for the new well. RCS is well aware of current construction costs for the required work because of our numerous prior and current well construction projects throughout southern California.

**Subtask 4.3 – Pre-bid Meeting and Bidding Assistance**

Prepare for and attend a pre-bid meeting, respond to any questions the bidders may have, and provide pre-bid clarifications and/or addenda, if necessary. RCS will also assist in the review of contractor bids received by City. Costs for this meeting are included under Subtask 1.2 of Task 1, above.

**Task 5 – Management of Construction Services**

**Subtask 5.1 - Pre-construction Meeting**

Prepare for and attend a pre-construction meeting for the proposed new well and review information provided by the drilling contractor who has been awarded the well construction contract. Discuss key issues in the Technical Specifications and also discuss the Contractor-proposed mobilization and scheduling of personnel and equipment.

This pre-construction meeting is not listed in the RFP but we consider it to be a task that is necessary for the successful completion of the project. RCS costs for this meeting are included under Subtask 1.2 in Task 1, above.

**Subtask 5.2 – Conductor Casing and Rig Mobilization**

Prior to mobilization of the Contractor to the well site, RCS/TTI will perform a site survey for the purpose of staking the well site location. Following this, RCS will provide field geologists, on a part time basis, during the drilling and installation of the conductor casing to an anticipated depth of 50 ft bgs. Our field geologist will be present to geologically log the cuttings from this borehole and to observe the emplacement of the cement seal. RCS will also keep the City updated during the conductor casing installation and mobilization of the drill rig for the pilot borehole.



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*Subtask 5.3 – Pilot Hole Logging*

Based on our previous study of Zone 1 and the selection of the Ashmun site by the City for the new well, the total depth of drilling of the pilot hole is to be on the order of 1,000 ft bgs. At an average estimated drilling rate, via the reverse circulation drilling method of 8 feet per hour, the contractor could be drilling over a period ranging from 120 to 150 hours (5 to 6 days, not counting breakdowns or other delays) to attain the desired drill depth.

During drilling, the RCS field geologists will be present on a part-time basis to collect and geologically log the cuttings (formation samples). The samples will be collected on 10-foot intervals and/or at each change in formation by the contractor and will be saved for City staff in plastic sample boxes. A complete set of the formation samples will be submitted to the City by RCS in chip trays to facilitate review of the drill cuttings.

During pilot hole drilling, RCS geologists will also check the drilling fluid characteristics of viscosity, weight, and sand content to help assess contractor conformance with the specifications. Samples of representative formation materials will be collected by our field geologists during drilling at selected depth intervals and these will be delivered by RCS to a laboratory for grain size distribution testing (sieve analysis.) These sieve analyses are needed to select the final slot size for the casing perforations and the gradation of the final gravel pack. Sieve analyses will be performed by the Roscoe Moss Company in Los Angeles on selected representative formation samples selected by RCS; copies of the laboratory test results will be provided.

*Subtask 5.4 – Downhole Geophysical Survey Log Analysis*

RCS geologists will analyze and review the downhole geophysical surveys (i.e., electric logs) of the pilot hole. RCS will also correlate the new electric log and the geologic log with similar data from our other prior water wells in the area and then provide a recommendation to the City and the driller for the depths of isolated aquifer zone testing in the open pilot borehole. As noted above, the new electric logs from the pilot hole will be correlated with the electric logs available from other nearby RCS-designed water wells, and from other Electric logs in our files for groundwater monitoring wells and oil wells. This effort will provide additional help in defining potential aquifer systems to be tested in the pilot hole and perhaps eventually screened in the new well.

*Subtask 5.5 – Isolated Aquifer Zone Testing*

RCS geologists will observe downhole isolated aquifer zone testing of groundwater in selected aquifers in the pilot hole at the well site. RCS will select specific zones on the basis of our review and analysis of drill cuttings and the electric log, and on our correlation of the new log to those in other nearby wells in which RCS has previously been involved. Based on an anticipated depth of drilling to 1,000 ft bgs, it is estimated that a maximum of seven (7) depth intervals will be selected for the isolated aquifer zone testing in the open pilot borehole for the proposed new well.

RCS geologists will be present during the latter stages of development and during pumping of each zone test to collect samples for water quality testing. During pumping of each zone, our



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field geologist will observe/monitor the temperature (T), pH, electrical conductivity (EC) turbidity, static and pumping water levels, and pumping rates, and will provide estimates of the specific capacity of each tested zone.

*Subtask 5.6 – Final Well Design Memorandum*

RCS will immediately review the laboratory test data from the isolated aquifer testing of the 7 aquifer zones and then communicate in-progress findings to City. RCS will then prepare a Draft of the Well Design Memorandum for the new well and submit it to City for its review. Following receipt of City Staff comments, RCS will prepare a Final version and submit it to the City and the driller. This Well Design Memorandum will provide the Final recommendations for the construction of the well including: casing lengths and diameters, perforation type, sizes and intervals, gravel pack type and gradation based on testing of selected formation samples, depth of the cement seal(s) and depth of the test pump intake for pumping development and final well testing.

A meeting to review our Draft design memorandum will be scheduled with City Staff, shortly following its submittal (see Subtask 1.2 in Task 1).

*Subtask 5.7 – Monitoring of the Borehole Ream(s) and Caliper Survey*

RCS will provide field geologists on a part-time basis during the final reaming of the borehole. When reaming operations have been completed, the RCS field geologist will review the results of the caliper survey of the final reamed borehole to help verify that the appropriate depths and diameters have been provided.

It is assumed that the Contractor could expend as many as 8 to 10 days to conduct this work and, thus, our field personnel will be present only on a part-time basis during this time period.

*Subtask 5.8 – Casing, Gravel Pack and Cement Seal Installation*

The installation of the casing, gravel pack and the cement seal is considered by RCS to be a very critical task in the construction of the new well, because deviation from the recommended design could impact the production capability of the well. RCS geologists will be present on a full-time basis to measure, record and check Contractor compliance with the Final well design during the installation of the recommended well blank and perforated casing, gravel pack, and deep cement seal for the new well. Thus, our monitoring will be conducted to help permit conformance with the appropriate methods and materials in the specifications and/or recommendations based on accurately defined downhole conditions.

We assume that our field geologists will be present for an estimated 90-hour time period needed to install the casing, gravel pack, and cement seal on a full time basis for the 900-foot deep well completion (estimated to be approximately 100 ft less than the scheduled pilot hole depth).

*Subtask 5.9 – Well Development (Mechanical and Chemical Methods)*

Provide a RCS geologist on a part-time basis to monitor well development by mechanical and chemical methods for the new well. Monitoring development operations and checking for





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conformance with the Technical Specifications will be performed and will include making any changes to the development program, as necessary, based upon the Contractor's procedures observed in the field. For the purposes of this subtask effort, we are assuming a total of 20 hours are needed for our field geologists to be onsite.

*Subtask 5.10 – Well Development (Pumping Methods)*

A RCS geologist will be present on a part-time basis to monitor well development by pumping methods. We are assuming that our field geologists will be present onsite for a period ranging from 10 to 20 hours during pumping development to observe its progress.

*Subtask 5.11 – Step Drawdown Testing*

RCS will provide a geologist to monitor step drawdown testing on a part-time basis. It is anticipated that three to four pumping rates will be recommended for this test. During testing, water levels in the new well will be recorded automatically with the use of an RCS pressure transducer, which will also be used to monitor and record water levels during the subsequent constant rate pumping test.

*Subtask 5.12 – Constant Rate Pumping Test (Aquifer Testing)*

Provide a RCS geologist, on a part-time basis, to monitor water level drawdown and recovery, spinner logging, and depth-specific sampling during the final constant rate pumping test (aquifer test). The contractor's pump crew will also conduct occasional water level measurements (using their electric tape sounder) to maintain the monitoring schedule recommended by RCS geologists. It is anticipated, at this time, that the constant rate pumping test will be 48 hours (maximum) in duration. The RCS pressure transducer will automatically record water levels during the step test and the constant rate test.

Near the end of the constant rate pumping test, it is anticipated that a dynamic spinner survey (under pumping conditions) and depth-specific sampling will be performed. Our field groundwater geologist will be present during this spinner survey and depth-specific sampling under pumping conditions to collect samples. Samples collected during this period will be submitted by the Contractor to its selected laboratory.

Field values of T, pH, and EC of the well discharge will be obtained by the hydrogeologist during testing. Samples collected during depth-specific sampling, near the end of the constant rate pumping test, will be sent to a laboratory by the Contractor and the costs borne by that Contractor as part of the overall contract to construct the well. However, it is assumed that any water samples of the final wellblend from the new well will be collected for analytical testing, for California Title 22 testing, and delivered to a laboratory under contract to the City.

*Subtask 5.13 – Casing Alignment Testing, Video Survey, Spinner Survey and Well Disinfection*

Review data obtained from the prescribed insertion of a casing dummy or cage and monitor deflection readings for the alignment/plumbness testing of the well. Currently, alignment and static (non-pumping) spinner and video surveys are performed on wells and our field geologist



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will be present when these surveys are performed, (assumed to all be performed on the same day). The contractor will also need to chlorinate the well for final well disinfection.

**Subtask 5.14 – Recommended Pumping Rate and Pump Depth Setting Memorandum**

RCS will prepare a Technical Memorandum to City detailing the results of step drawdown and constant rate pumping tests, including static and pumping water levels, pumping rates and calculated specific capacity values for the new well. This Memorandum will also provide our recommendations to City for the final operational pumping rate and pump depth setting for the permanent pump; these parameters will include factors for anticipated declines in specific capacity over time and anticipated seasonal variations in water levels.

**Subtask 5.15 – Project Management Tasks**

The RCS Project Geologist will provide overall daily project management and oversight services of Contractor work to determine compliance with the Technical Specifications during construction and equipping of the well and to help keep the City informed of events and details during each task of well construction. The cost for these project management services (and meetings) is included under Task 1, Subtask 1.2 and our work will include:

- Providing updates and revisions to the Gantt chart and preparing for the project Kick-off meeting.
- Conduct four additional meetings, in addition to the pre-bid and pre-construction meetings (see Task 1, Subtask 1.2) to meet with City staff to discuss: the DWSAP; our recommended well design; and our field findings of the pilot hole drilling.
- Keeping the City informed, via e-mail, of events during drilling, construction, testing and equipping activities.
- Providing input for any Requests for Information (RFI) requests generated by the drilling and pump contractor during construction and equipping tasks.
- Evaluation of change order requests and provide recommendations to the City to approve/disapprove these requests, as applicable. In addition, RCS will review progress billings submitted by the Contractor(s) in order to check that the drilling and equipping contractors have provided the City with an accurate accounting and billing for time and materials used in conducting work associated with the construction and equipping of the well.
- Providing a final review of project work in the form of a Memorandum and “punch list” at the end of construction and equipping activities, for the purpose of identifying any deficiencies, and to help resolve these deficiencies between the Contractor and the City.

**Task 6 – Permitting**

Prior to commencing the design phase of the project, RCS will prepare a list identifying the permits that might be necessary for the project and the timeline associated with each. The timeline for each permit will be included in the project schedule. Such permits might consist of,



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for example, a Los Angeles County Department of Health Services drilling permit, a Los Angeles County Flood Control District encroachment permit (for discharge of water under the MS4 regulations), a State Water Resources Control Board operating permit, and a National Pollutant Discharge Elimination System (NPDES) permit for the well site.

It is understood that TTI will prepare the requisite permits and ready for City signatures, with the exception of the NPDES permit, which will be prepared by either the City or the Contractor [EL]. However, with regard to the NPDES permit, and as previously stated within the project understanding and approach section, the NPDES can be obtained by the selected drilling contractor, as a condition of the Technical Specifications, thereby relieving the City of the burden of compliance monitoring and reporting. RCS would like the opportunity to discuss this option with the City.

**Task 7 – Summary of Well Construction Report**

RCS will prepare a "Summary of Well Construction Operations Report" for the new well. This report will serve to help document the drilling, construction, testing activities, and the materials used during construction of your new municipal-supply water well. This summary report will address the following items:

- Description of lithologic units, including a geologic log of the drill cuttings.
- Copies of all geophysical logs, including caliper and spinner surveys.
- Results of sieve analysis, including plots of grain size distributions.
- Table of well construction materials and depths.
- As-built well design drawings (in paper and electronic form).
- A chronology of well construction and testing.
- Isolated aquifer zone test data and resulting water quality.
- Field water quality results, water level and discharge rate during zone testing and constant rate discharge tests.
- Analytical reports showing water quality results for isolated aquifer zone testing and the final wellblend sample.
- Well development logs.
- Pumping test data for the step drawdown test, the constant rate test, and the subsequent water level recovery period.
- Analysis of pumping test data with a description of the hydraulic characteristics of the aquifers, including plots of drawdown as a function of flow rate and time.
- Plumbness and alignment data.
- Other pertinent data relating to materials used.
- Conclusions and recommendations.

Three (3) hard copies of the Final Summary of Well Construction Operations report will be submitted to the City. The report, including drawings, tables, and appendices, will also be





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provided to the City in Adobe PDF format. The electronic files will be placed on a CD and included in our report. Each summary report will also contain a copy of the completed State Department of Water Resources (DWR) Well Completion Report, which will be prepared by the drilling contractor selected by the City for construction of the well.

**ESTIMATED PROJECT SCHEDULE**

We herein provide a preliminary project schedule for this project. This schedule is based on the time from the notice to proceed (NTP) is granted by the City. This schedule will be refined as project operations unfold:

TASKS	DURATION
1 – Consultation with City Staff	Within two weeks of NTP.
2 – Drinking Water Source Assessment Program (DWSAP) Report	Commenced at startup and updated throughout the project.
3 – Preliminary Design Report (PDR)	Within 4 weeks following Kick-off meeting.
4 – Preparation of Plans and Specifications	4 weeks following PDR
5 – Management of Construction Services	16 to 20 weeks (dependent upon drilling contractor activities).
6 – Permitting	Starting in the initial stages of the project, and continuing for ±3 to 4 weeks.
7 – Summary of Well Construction Report	4 to 8 weeks after project completions and contingent upon receipt of final California Title 22 wellblend water sample analytical results from the laboratory.

RCS geologists will be immediately available to meet the project schedule, and is committed to providing the required field monitoring services during construction activities on the new well.



## **SECTION F CLIENT REFERENCES FOR RCS**

The following provides a short list of client references for similar projects to the current proposed work for the City. Mr. Slade, President and Principal Groundwater hydrogeologist for RCS has been providing these types of services for 34 years throughout California and the RCS firm, since its inception in 1983, has continued to provide these same hydrogeologic services for various municipalities, specifically in southern California. Please feel at liberty to contact any of the listed references below.

### **Contact**

Mr. Gil Borboa  
Water Resources Manager  
City of Santa Monica  
Water Resources Division  
1212 Fifth Street, 3<sup>rd</sup> Floor  
Santa Monica, CA 90401  
Phone: (310) 458-8230

Mr. Ana Ananda  
City of South Gate  
8650 California Ave  
South Gate, CA 90280  
Phone: (323) 563-5769

Mr. David Shen  
Water Engineer & Design Manager  
Public Utilities Department  
201 S. Anaheim Blvd.  
Suite 601  
Anaheim, CA 92805  
Phone: (714) 765-4421

### **Project Description**

Since 2011 RCS has performed a number of groundwater projects for the City commencing with a study for conceptual groundwater model for the Santa Monica Groundwater Basin. This was followed by the preparation of Technical Specifications and construction monitoring of City Charnock Well No. 20. Currently in the process of preparing Technical Specifications for a 4-well construction project.

In conjunction with Tetra Tech Inc., RCS prepared a Preliminary Design Report (PDR), developed a set of Technical Specifications and provided field oversight activities for a 1,090-foot deep municipal-supply water well. Pumping tests of the well revealed that a production rate of 2,500 gpm was possible for the well.

Since 1995, RCS has been involved in the construction of at least 11 water-supply wells. These wells were drilled and set to varying depths ranging between 1,100 to 1,500 ft bgs. Pumping rates of the wells generally ranged from 2,500 to 4,000 gpm. More recently, in 2016, RCS completed construction of Well No. 59, which was constructed to a depth of 1,290 ft and tested at a target operational pumping rate of 3,000 gpm.





# APPENDIX RESUMES OF PROJECT TEAM



**RICHARD C. SLADE &  
ASSOCIATES LLC**

## **RICHARD C. SLADE, PRESIDENT & PRINCIPAL GROUNDWATER CONSULTANT**

Richard C. Slade & Associates LLC Consulting Groundwater Geologists

### **HIGHLIGHTS**

#### **Education**

University of California, Los Angeles, B.A., Geology, January 1966

University of Southern California, M.S., Engineering Geology, 1974

#### **Registrations/Certifications**

Professional Geologist, State of California

Certified Engineering Geologist, State of California

### **Professional Experience**

Major fields of hydrogeologic emphasis for Mr. Slade include groundwater resource development (basin-wide studies, and water well design and construction), and aquifer analysis. Principal projects have involved, evaluations of entire groundwater basins, aquifer test analyses, assessment of water quality problems and groundwater degradation, design of water wells for municipal supply, well rehabilitation assessments, monitoring of all phases of water well construction, locating and designing groundwater monitoring networks, and providing expert witness testimony for groundwater litigation. Considerable work has also been performed for numerous vineyards and wineries in both the Central Coast and Northern California regions; types of work have included feasibility studies for determining final locations for new wells, designing new wells, monitoring of the construction

of new wells, working with drilling contractors, evaluating down-hole problems (such as sanding) in existing wells, and developing protocol for water well rehabilitation.

Hydrogeologic studies have also involved evaluation of hazardous wastes such as acid mine drainage, leachate from sanitary landfills, and groundwater degradation resulting from leaking underground storage tanks containing various chemicals and organic compounds. Numerous groundwater studies and monitoring projects have involved volatile organics (TCE, PCE, etc.) and subsurface gasoline spills. Hydrogeologic assessments and definition of appropriate mitigation measures for environmental impact analyses have been provided also. Important to Mr. Slade's broad background is the experience gained while being a participant with other geologists on international geologic study tours to Europe, Iceland and Scandinavia, the former Soviet Union, South America, the People's Republic of China, Africa, New Zealand and Australia. Local groundwater and surface water features, large faults and landslides, mines, and oilfields were visited in these countries.

In December 2008, based on the recommendation of the Administrative Committee (the water managers for the cities of Burbank, Glendale, Los Angeles and San Fernando, and the Crescenta Valley Water District), the Superior Court of Los Angeles County selected Mr. Slade as the new Watermaster for the entire Upper Los Angeles River Area (ULARA). Mr. Slade represents only the third Watermaster of ULARA since the date of the original adjudication of the region in January 1979.

### **Experience History**

**RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS.** Independent consulting practice established in 1983 to provide technical, professional, and direct personal services to the groundwater industry. Hydrogeologic projects have included groundwater resource development; locating and designing water wells; assessing potential degradation resulting from hazardous waste sites and sanitary landfills; conducting water level and water quality monitoring from monitoring networks; defining aquifer characteristics from long-term aquifer tests in active wells; observation and monitoring of water well construction; providing expert witness testimony for a variety of groundwater cases; and providing hydrogeologic elements and mitigation measures for environmental assessments.

**GEOTECHNICAL CONSULTANTS, INC., 1970-1983.** Joined the firm in 1970 as an engineering geologist and hydrogeologist. Advanced to Associate in 1975. Participated in and supervised geotechnical and hydrogeologic projects of various complexities, from the feasibility level through final design. His investigation and reports have analyzed faults and seismicity, earth materials, and groundwater problems for such facilities as dams, reservoirs, treatment plants, tunnels, industrial and residential buildings, sanitary landfills and groundwater basins. Major experience has involved field mapping, logging of bore holes, monitoring of groundwater observation holes, data analyses, and report writing.

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Since 1972, Mr. Slade was the responsible hydrogeologist for several major groundwater basin projects including locating and designing of new wells and well redevelopments, calculations of groundwater in storage, determination of aquifer parameters, and evaluation of dewatering criteria. Several studies utilized emplacement of deep exploratory drill holes, analyses of geologic and geophysical data, and monitoring and analyses of groundwater levels, quality and pollution, and assessment of leachate and gases at existing landfills.

In addition, he conducted and supervised groundwater pollution studies and evaluation of several active and proposed sanitary landfill sites; he has supervised geologic and hydrogeologic studies for the evaluation and abatement of acid mine drainage from a large, inactive sulfur mine; and he has participated in assessing groundwater, geologic, and geotechnical parameters which affect sewer infiltration and inflow.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, Los Angeles, 1967-1970. Performed hydrologic and hydrogeologic studies along pipeline and tunnel routes for State Water Project, conducted field mapping and exploration along tunnel routes, conducted and supervised aquifer tests for calculations of dewatering parameters for tunnel routes and dam sites. Served as Resident Geologist in charge of tunnel mapping and tunnel conditions for the Newhall and Castaic tunnels, excavated by tunnel boring machines.



## EARL F. LAPENSEE, SENIOR GROUNDWATER GEOLOGIST/PROJECT MANAGER

Richard C. Slade & Associates, LLC Consulting Groundwater Geologists

### HIGHLIGHTS

#### Education

- University of California, Los Angeles, B.S., Geology, 1983
- University of California, Riverside, M.S., Geological Sciences, 1986, Trace-element geochemistry specialty

#### Registrations/Certifications

- Certified Hydrogeologist and Professional Geologist, State of California,
- Registered Professional Hydrogeologist, American Institute of Hydrology (AIH)
- California Community College Instructor, June 1986

### Professional Experience

Mr. LaPensee has been a Groundwater Geologist/Hydrogeologist with the firm since 1989. Major projects while with the firm have included the hydrogeologic assessment and analysis of groundwater basins in southern and northern California and the exploration for and development of groundwater in those basins. Mr. LaPensee's current focus has been on projects involving the development of groundwater in southern California groundwater basins encompassing the siting, design and technical oversight of construction for municipal- and irrigation-supply water wells. In addition, Mr. LaPensee has also provided technical oversight in the siting, design and testing of aquifer storage and recovery (ASR) wells and groundwater monitoring wells for hazardous waste sites.

In order to perform an analysis of groundwater basins and hazardous waste sites, Mr. LaPensee uses several data elements in the evaluation process such as:

- Geology and hydrogeology.
- Water-level and water-quality data.
- Driller's logs of wells.
- Surface geophysical surveys (when deemed appropriate).
- Downhole geophysical surveys (electric logs) and electric log correlation of aquifer systems.
- Downhole flowmeter (spinner) surveys.

These elements are synthesized in groundwater projects to aid in the selection of suitable well sites and test drilling methods; determine depths of well drilling; outline types of testing to be performed in test hole drilling; select suitable types of well casing and other well construction materials; outline appropriate mechanical, chemical, and pumping development methods; define aquifer testing protocol; formulate groundwater sampling methods using accepted protocol for such contaminants as hydrocarbons, metals, and volatile organic compounds (VOCs), and; estimate key aquifer parameters and production capabilities based on the resulting drilling and testing data.

### Experience History

**RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS**, August 1989 to present. Employment position is of Senior Groundwater Geologist with major responsibilities as a project manager directed towards groundwater evaluation, exploration, and development projects. The areas of responsibilities in these projects encompass: preparation of proposals and cost estimates for various types of hydrogeologic projects; preparation of technical specifications for new well projects and well rehabilitation; providing technical and administrative oversight of well drilling and rehabilitation, construction, development, and testing activities on well projects, and; the preparation and completion of final project reports.

**APPLIED GEOSYSTEMS**, 1988 to 1989, Project Geologist. Responsibilities encompassed the overview and management of commercial hazardous waste site investigations, including the installation of vadose-zone and groundwater monitoring wells, aquifer testing, and computer modeling of aquifer test data.



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**ECOLOGY AND ENVIRONMENT**, 1987 to 1988. Associate Geologist. Responsibilities encompassed the assessment and investigation of Federal and California Superfund sites (soil and groundwater), including the installation of groundwater monitoring wells, aquifer testing, geophysical surveying (utilizing ground penetrating radar, electro-magnetic, and resistivity methods), and computer processing and modeling of geophysical data.

**McKESSON ENVIRONMENTAL SERVICES**, 1986 to 1987. Staff Hydrogeologist. Responsibilities encompassed site assessment and investigation (soil and groundwater) of commercial and industrial hazardous waste sites. This included the installation of vadose-zone and groundwater monitoring wells, aquifer testing, and computer processing of geophysical data.

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### **Publications**

LaPensee, E.F., Elders, W.E. and Shannon, S.S., October, 1988; "Implications for U Transport in Groundwater; Trace Element Variations in Sandstones of the Salt Wash Member, Morrison Formation, Around the La Sal Mountains, Utah": Geological Society of America, 1988 Centennial Meeting, Abstracts with Program, Vol. 20, No. 7, pg. A150.

LaPensee, E.F., & Smith, L.V., 1994, "Groundwater Geology of the Santa Ynez River Valley", in Groundwater Geology of the Wine Country, Carpinteria and Santa Ynez Valley Region, Santa Barbara County, California. 1994 Field Trip Guidebook for the Coast Geologic Society. E. F. LaPensee and L. V. Smith, Eds.

LaPensee, E. F., Slade, R. C., and Whitten, M.W., September 1994, "Local Groundwater Resources of the Napa Valley": Paper presented at 1994 Groundwater Resources Association Annual Meeting, Napa, California.

LaPensee, E.F. and Slade, R.C., 2000, "How Local Hydrogeologic Conditions Influence Well Design Options". Paper presented for the American Ground Water Trust/American Water Works Association (California-Nevada Section) titled "Optimizing Use of Ground Water Resources, Focus on Water Supply Wells and Well Design". Lakewood, California October 19, 2000.

## ANTHONY HICKE, SENIOR GROUNDWATER GEOLOGIST/PROJECT MANAGER

Richard C. Slade & Associates, LLC Consulting Groundwater Geologists

### HIGHLIGHTS

#### Education

- University of California, Los Angeles. B.S., Geology (Engineering Geology), 2000
- California State University, Los Angeles. In-progress M.S., Hydrogeology

#### Registrations/Certifications

- Certified Hydrogeologist and Professional Geologist, State of California, 2006

### Professional Experience

Major areas of groundwater work for Mr. Hicke while an employee at Richard C. Slade & Associates, LLC, have included the creation, management and utilization of large electronic databases of subsurface geologic data for use in preparing Hydrogeologic Evaluations of California Groundwater basins. Mr. Hicke has many years' experience using the Mapinfo GIS software package to create maps from these data sets, for use in the Hydrogeologic Evaluations. Mr. Hicke also provides technical and administrative oversight during well construction and aquifer testing project. Mr. Hicke also serves as the project manager for a number of hydrogeologic feasibility reports and groundwater availability studies for sites throughout California; these studies are often used as supporting documentation for the creation of Environmental Impact reports (EIRs).

Since Mr. Richard Slade's appointment as the Upper Los Angeles River Area Watermaster in December 2008, Mr. Hicke has performed the duties of the Assistant ULARA Watermaster. Mr. Hicke helps to collect and analyze data for the various annual reports and review documents prepared by the Watermaster.

### Experience History

**RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS.** October 2001 to present. Duties include: project management and technical analysis for the creation of a hydrogeologic conceptual model for a southern California coastal groundwater basin; estimation and calculation of various hydrogeologic aspects of groundwater basins to support the creation of groundwater budgets, including groundwater in storage, and inflow/outflow of groundwater; management during multi-well design and construction projects in the Central Valley and High Desert areas of California; field monitoring of all elements of the drilling and construction of municipal-supply and irrigation-supply water wells; providing technical and administrative oversight of well drilling, construction, development, and testing activities on production well and monitoring well projects; geologic logging of numerous boreholes in the High Desert areas of southern California, including the pilot boreholes for both production and monitoring wells; field monitoring of water quality and water level data during construction and testing of new water wells; planning and administration of long term aquifer tests, including the utilization of pressure transducers in a variety of hydrogeologic settings; preparation of hydrogeologic feasibility reports for sites throughout California; computer analyses of data and considerable computer work on map and data presentation using a Geographic Information System (GIS). Other significant responsibilities include: collection and analyses of basic groundwater data; computerized analyses of data; computerized mapping and graphics work; and troubleshooting problems with computers and/or with field water level/water quality monitoring equipment.

**RALPH STONE AND COMPANY, INC.,** April 2000 to October 2001. Employment position was as a Staff Geologist with responsibilities that included organization of site investigations, geologic logging of boreholes, data collection, preparing maps and cross sections, and lab testing of soil. Prior work includes numerous seismic hazard (seismically induced landslide and liquefaction) analyses for homes in the Santa Monica Mountains, as well as the cities of Los Angeles, Beverly Hills, Culver City, Malibu, and Santa Monica.

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## **Presentations**

Hicke, Anthony S., May 9, 2012. Panelist: "Building The Public Water Systems Team," Speaker: "Potential 'Friction' Between Consultants, Contractors, and Purveyors." National Groundwater Association Public Groundwater Systems Conference, Garden Grove, California.

Hicke, Anthony S., February 26, 2013, Speaker: "Well Site Selection and Preliminary Well Design." Water Well Design and Construction Workshop, American Water Works Association, CA-NV Section, Lakewood, California



# TETRA TECH INC.





**Kenneth R. Berard, P.E.**  
Senior Project Manager

Mr. Berard has extensive experience in many facets of water/wastewater engineering. Mr. Berard has performed numerous studies ranging from complete water master plans to efficiency studies. His design experience includes preparing bid documents for sewers, reservoirs, pump stations, wells, pipelines, chlorination facilities, and pressure reducing facilities. Mr. Berard also has extensive experience in hydraulic modeling. He has used and is familiar with more than six software packages in addition to open channel flow software. Rounding out Mr. Berard's experience is work he has done in inspection, construction administration, shop drawing review, and plan checking.

**Maple Yard Wells, City of Beverly Hills, Beverly Hills, CA, On-going** – Project Manager for the siting and well design of two shallow potable water wells. The wells will be pumped and monitored for one year prior to equipping and using as a new source of water supply. Anticipated depth is 200 feet and the anticipated capacity is 300 gpm for each well.

**Suburban Water Systems, Well 211 CEQA Greenhouse Gas Study, City of Whittier CA, 2015** – Project Manager for an Air Quality and Greenhouse Gas Study performed in compliance with the CEQA Initial Study. The study concluded that the impacts would be less than significant.

**Equipping of Wells I-20 & I-21, Chino Basin Desalter Authority, Chino, CA, 2014** – Project Manager for the design and construction engineering services for the equipping of two new wells at two separate sites. Constant speed submersible stainless steel pumps were designed to pump to waste and prior to pumping into the water transmission system. Services included conceptual design, permitting assistance, final design, bid assistance, and construction assistance.

**Air National Guard, Irrigation Well Project Building 1300, Port Hueneme CA, 2013** – Project Engineer for the development of a PDR and final design to replace an irrigation well pump, piping, piping appurtenances, and electrical equipment. A 475 gpm VFD driven vertical turbine pump was installed 220' below ground surface. The 6-inch discharge piping and valves were also replaced. The existing fertilizer injection system plumbing was replaced. Most of the electrical wiring and controls were also replaced.

**Equipping of Wells I-16, I-17, and I-18, Chino Basin Desalter Authority, Chino, CA, 2012** – Project Manager for the design and construction engineering services for the equipping of three new wells at three separate sites. The objectives of the wells are to maintain hydraulic control of the groundwater basin, remove contaminants, and provide a source of potable water. Stainless steel pumps and a pre-manufactured steel building to house the electrical equipment including VFD's are specified. The wells are designed to pump to waste and discharge to an open storm drain channel, storm drain piping, and a retention basin. Services include conceptual design, permitting assistance, final design, bid assistance, and construction assistance.

**Big River School Water Systems Improvements, Needles, CA, 2011** – Project Manager for design and construction assistance for the Big River School water system. The water system included two 25 gpm wells, 0.55 MG welded steel tank, on-site chlorine generator, domestic water booster pumps, hydropneumatic tank, 2,000 gpm fire pumps, and associated piping and site work. Permitting was obtained from the State Architect.

**Project Role:**

Project Manager

**Education:**

B.S., Civil Engineering,  
California State Polytechnic  
University, Pomona, 1986

**Registrations/Certifications:**

Professional Civil Engineer,  
California, 1992, No. 45499

**Professional Affiliations:**

American Water Works  
Association

Inland County Water  
Association

**Office:**

San Dimas, California

**Years of Experience:**

30

**Years with Tetra Tech:**

30



**Well No. 4-84, 4-85, 4-86 and Avenue J and Trevor Pump Station, Los Angeles County Department of Public Works, Alhambra, CA, 2009** – Project Manager for design and inspection services for the drilling and equipping of three ASR (aquifer storage and recovery) water wells, inspection and well design services for two water wells, and the inspection services for the destruction of one water well. Design included obtaining various permits such as from the Department of Health Services and NPDES permit for waste discharge during well drilling. Schedule was critical as the Contractor was already hired prior to the design contract being awarded to Tetra Tech. The pump station portion was a traditional design-bid-build project for a 5,000 gpm enclosed booster pump station.

**Well C-5, City of Cerritos, Cerritos, CA, 2009** – Project Engineer for a 1,300-foot deep well pump station. Design included pump housing with removable roof, hoist, and disinfection with chloramines. The vertical turbine pump was 400 hp and 2,000 gpm.

**Milliken Pump Station, Chino Basin Desalter Authority, Ontario, CA, Ongoing, est. 2013** – Project Manager for the design and construction for a 2,800 gpm firm capacity booster pump station with three 125 horsepower vertical turbine pumps including one standby pump. A concrete block masonry unit building houses the pumps and includes a separate room for the electrical equipment. Roof hatches provide access to the pumps. The SCADA and controls were tied into and utilized existing equipment on site for two wells and two reservoirs. Tetra Tech responsibilities included a Caltrans encroachment permit and several other permits, conceptual design, construction observation, and construction administration.

**Big River School Water Systems Improvements, Needles, CA, 2011** – Project Manager for design and construction assistance for the Big River School water system. The water system included two 25 gpm wells, 0.55 MG welded steel tank, on-site chlorine generator, domestic water booster pumps, hydropneumatic tank, 2,000 gpm fire pumps, and associated piping and site work. Permitting was obtained from the State Architect.

**Water System Master Plan, Pico Water District, City of Pico Rivera, CA, 2008** – Project Manager for the completion of a master plan for a 4,000 acre-feet/year system with one pressure zone. Water supply is from six wells and the distribution includes one reservoir that requires boosting to provide pressure to the customers. Developed H2O Map computer model, including field testing/calibration. The capital improvement program included \$20 million of improvements to wells, piping storage, and back-up power. A separate \$4 million small diameter cast iron main replacement program was also developed.

**Design/Build, Well No. 21A, City Of Upland, Upland, CA, 2003** – Project Manager for the design and construction administration for the drilling and equipping of Well No. 21A. Made applications for the necessary permits including the Domestic Water Source Assessment Program (DWSAP) portion of the State Health Department permit. A 200-hp motor was used to drive the 1,000-foot deep, 1,000-gpm well. Disinfection was provided by an on-site chlorine generator. The project included interior recoating of an existing 0.2 MG steel tank in addition to miscellaneous site improvements.

**Wells No. 40 & 44, City of Ontario, Ontario, CA, 2002** – Served as Project Manager for two new wells. Investigated three potential sites; prepared plans, specifications, and estimates for the drilling and equipping of two approximately 1,200 feet deep domestic water wells. Made applications for associated permits. Well capacities are 2,000 to 3,000 gpm. Included masonry block enclosure with open roof courtyard. Also included disinfection and construction administration.

**Well No. 39, City of Ontario, Ontario, CA, 2001** – Project Manager for completion of the design and the construction administration for the drilling and equipping of Well No. 39. A 350-hp motor was used to drive the 1,000-foot deep, 2,400-gpm well. 150-pound chlorine cylinders provided disinfection. The concrete block building used to house the well and chlorination station included a removable roof over the well. Due to aesthetic concerns, the building included a courtyard for the well discharge piping.

**Design/Build, Well No. 20, City of Upland, Upland, CA, 2001** – Project Manager for the design and construction administration for the drilling and equipping of Well No. 20. Made applications for the necessary permits including the Domestic Water Source Assessment Program (DWSAP) portion of the State Health Department permit. A 200-hp motor was used to drive the 1,000-foot deep, 1,000-gpm well. Disinfection was provided by an on-site chlorine generator.



### **CURRENT SCHEDULE OF CHARGES AND CONDITIONS**

#### **Professional Services**

#### **Hourly Rates**

Principal Groundwater Geologist	\$280.00
Senior Groundwater Geologist	\$198.00
Staff Groundwater Geologist	\$160.00
Field Geologist/Geologic Logging	\$105.00
Clerical, Graphics and GIS Work	\$ 88.00

#### **Field Equipment Charges**

Pressure Transducers (water level & barometric pressure monitoring during pumping tests)	\$ 50.00/wk
Electric Tape Water Level Probe	\$ 25.00/day
Field Water Quality Probe (T, pH, EC)	\$ 50.00/day

#### **Litigation, Depositions and Testimony**

Depositions and trial testimony are charged at twice the hourly rate (4-hour minimum/day).

#### **Travel Time and Mileage**

Travel time for meetings and/or to job sites will be charged at our standard hourly rates.  
Mileage is charged at the rate of \$0.575 per mile as of January 2016.

#### **Communications Fee**

In-house costs for phone, e-mail, fax, regular postage, printing, copying, binding, and records retention, unless otherwise provided for in our project proposal Scope of Services.

Communications Fee = total project labor charges multiplied by 2.5%.

#### **Outside Services**

All services not ordinarily furnished by RCS, including subcontracted services (i.e., water quality laboratory testing), delivery services, reproduction and printing, etc, are billed at cost + 15%. Reproduction costs for large format printing, and/or high volume reproduction and binding of hard copy reports performed in-house by RCS staff, will be billed at rates similar to comparable outside services.

#### **Conditions**

RCS reserves the right to update this Schedule of Charges on November 1 of each year (the beginning of our Fiscal Year). Invoices are issued at our option on a monthly basis or when the work is completed. A service charge of 1½ % will be payable on any amount not paid within 30 days. Any attorney fees or other costs incurred in collecting delinquent charges shall be paid by the client.

Client will furnish rights-of-way to land as required for field visits and field operations, such as sampling or testing of water wells.





# City of Santa Fe Springs

City Council Meeting

March 23, 2017

## NEW BUSINESS

### On-Call Tree Maintenance Services – Award of Contract

#### RECOMMENDATION

That the City Council take the following actions:

- Accept the City of Rosemead Competitive Procurement Process for City Tree Maintenance Services;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for On-Call Tree Maintenance Services; and
- Authorize the Mayor to execute an On-Call Tree Maintenance Services Agreement with West Coast Arborists, Inc.

#### BACKGROUND

For the past several years, the City of Santa Fe Springs has augmented the Maintenance Staff by procuring on-call tree maintenance services (tree trimming and tree removal) from West Coast Arborists, Inc. (WCA) through a purchase order process. Beginning July 1, 2016 the California Department of Industrial Relations approved a new prevailing wage for Tree Maintenance Labor job classification, including predetermined increases effective July 1, 2017 and July 1, 2018.

Pursuant to the change in prevailing wage for Tree Maintenance Laborer, Staff determined that a multi-year contract with a tree maintenance contractor with pre-determined rates would be more cost-effective for the City than an annual purchase order. Further, staff analyzed two (2) approaches for selecting a tree maintenance contractor:

- a. Advertise a Request for Proposals (RFP); or
- b. "Piggy-backing" on a recent competitive procurement process by another local city is allowed by the California Public Contract Code and the City of Santa Fe Springs purchasing policy Section 34.19 (c). "Piggy-backing" is the process of approving a contract based on the terms of a contract awarded after a competitive process by another public agency.

Staff reviewed several recent RFP's issued by local cities and determined that the lowest cost option would be to "piggy-back" on the City of Rosemead's contract award process. The City of Rosemead recently completed an RFP process that awarded a two (2) year contract, effective October 26, 2016, to WCA for tree maintenance services. The contract provides the City of Rosemead with an option to renew the contract for an additional two (2) years.

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

A handwritten signature in blue ink, appearing to be "JN", is written over the printed name of Noe Negrete.

Date of Report: April 5, 2017

ITEM NO. 15

The City of Rosemead received four (4) proposals in response to their RFP. The proposals were evaluated and ranked based on eight criteria shown below:

1. Recent experience with similar scope of work
2. Demonstrated understanding of the scope
3. Equipment assignment
4. Well organized work force (organizational chart)
5. Logical proven methodology to carry out the work
6. Safety record
7. References
8. Cost

Based on the above criteria the proposers were ranked as follows:

<b>Rank</b>	<b>Bidder</b>	<b>Annual Fee</b>	<b>Average Score</b>
1	West Coast Arborists,	\$159,000	88.67 pts.
2	Trimming Land Co.,	\$129,000	87.00 pts.
3	Mariposa Landscapes,	\$174,000	64.67 pts.
4	Great Scott Tree Services,		Disqualified

The City of Rosemead disqualified Great Scott Tree Services because they deviated from the City's request for unit prices on the cost proposal. Instead of listing their prices "per each", they listed their prices "per inch". Therefore, they were disqualified for failure to comply with RFP directions.

Staff is recommending that the City Council award an On-Call Tree Maintenance Services contract to WCA based on the proposal and fee schedule submitted to the City of Rosemead. Staff recommends a contract term of two (2) years with the option to renew for an additional two (2) years based on performance. The City will compensate WCA an annual amount not to exceed \$235,000 for contractual On-Call Tree Maintenance Services.

All documents pertaining to the City of Rosemead contract award to WCA are available for review in the City Clerk's Office. These documents include:

1. Award of Contract Report to City Council
2. Tree Maintenance Services Agreement
3. Request for Proposal
4. WCA – Proposal and Fee Schedule

#### **FISCAL IMPACT**

Proposed funding for On-Call Tree Maintenance Service is included in the Department of Public Works FY 2016/17 and FY 2017/18 budget.

**INFRASTRUCTURE IMPACT**

The City's tree maintenance program provides for the general upkeep of the existing inventory and allows for tree replacement. In addition, the program prevents damaged and diseased trees from falling and causing injury to people or damaging property.



Thaddeus McCormack  
Executive Director

**Attachment:**

1. On-Call Tree Maintenance Service Agreement
2. Exhibit B – Bid Price Form
3. Exhibit C – Additional Services Bid Price Form

**THE CITY OF CITY OF SANTA FE SPRINGS**  
**ON-CALL TREE MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 13<sup>TH</sup> day of April, 2017, by and between the **City of Santa Fe Springs**, a municipal corporation ("City"), and West Coast Arborists, Inc. ("Contractor").

**R E C I T A L S**

WHEREAS, the City desires to employ the Contractor to perform On-Call Tree Maintenance Services ("Services").

WHEREAS, the City has determined that the Contractor is willing to perform such Services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the Services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all Services required hereunder will be performed directly by the Contractor.

2. **SCOPE OF SERVICES**

The Contractor will perform Services as set forth in the attached **Exhibit A**.

3. **PROJECT COORDINATION AND SUPERVISION**

City shall designate the Director of Public Works or his designee as the City's Contract Administrator, and shall act as the City's representative for the performance of the Agreement. Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of the Agreement.

4. **COMPENSATION AND PAYMENT**

AGENCY shall compensate Contractor for SERVICES rendered at the unit prices detailed in **Exhibits B and C** attached and made part of this Agreement. The rates include full compensation for direct labor and overhead costs.

AGENCY shall compensate CONSULTANT for SERVICES an annual amount not to exceed \$235,000.

The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement. If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure



to comply with the work schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

5. **LENGTH OF AGREEMENT**

The term of this Agreement shall be for two (2) years from the effective date of this Agreement. The AGENCY reserves the right to renew the Agreement for an additional two (2) years at the end of the first term based on performance and approval by the City Council.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

- A. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- B. **Business Auto Liability Insurance** - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

- C. **Notification of Cancellation of Insurance** - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.

- D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. **LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

16. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

17. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.



18. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

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

To the Contractor:              Patrick Mahoney, President  
    West Coast Arborists, Inc.  
    2200 Via Burton  
    Anaheim, CA 92806

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS**

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

\_\_\_\_\_  
CONTRACTOR

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

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
WILLIAM K. ROUNDS, MAYOR

ATTEST

\_\_\_\_\_  
JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
STEVE SKOLNIK, CITY ATTORNEY

**EXHIBIT A**  
**ON-CALL TREE MAINTENANCE SERVICES**  
**SCOPE OF SERVICES**

GENERAL

Contractor will be requested to perform on-call tree maintenance services through a Work Order (WO) issued by the City.

TREE TRIMMING SERVICES

The tree trimming services will be based on the City's grid system and will identify the specific grid area and time frame to perform the work.

TREE AND STUMP REMOVAL

The Work Order (WO) for tree and stump removal will identify the size of each tree, the location of each tree (street name), and the number of trees. Prior to issuing the WO, City Staff will identify each tree to be removed with spray paint.

TREE INVENTORY MANAGEMENT SYSTEM

Contractor shall update and maintain the City's Tree Inventory Management System during the term of the Agreement at no cost to the City.

PERFORMANCE OF WORK-GENERAL

Contractor shall, at its own cost and expense, furnish all labor, materials, tools, equipment and incidentals required to perform the Scope of Services.

LOCATION OF WORK

The location of each work area to be serviced is identified in the Work Order.

EMERGENCY INFORMATION

The name, address and telephone numbers of the Contractor shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road) and the Fire Department (11300 Greenstone Avenue).

STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel.

## PROJECT COORDINATION AND SUPERVISION

City shall designate the Director of Public Works or his designee as the City's Contract Administrator, and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. Contractor shall not accept direction or orders from any person other than the City's Contract Administrator.

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of all Tree Maintenance Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the services areas as required.

## WORKFORCE

Contractor shall pay all workmen engaged in the work, prevailing rates of wages for public works contracts, as determined by the Director of Industrial Relations of the State of California or Secretary of Labor for Federal Rates, whichever is greater.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

## UNIFORMS

Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo and nametag.

The Contractor shall require its personnel to wear proper work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

## VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies and jurisdiction.

The Contractor's vehicles shall be clearly identifiable by company name, logo, and local telephone number printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

## COOPERATION WITH OTHER WORK FORCES

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, City and companies. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.



The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

#### CLEANING AND ENVIRONMENTAL CONTROLS

Contractor shall comply with all applicable litter, pollution and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing the Scope of Services.

Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

#### PROTECTION OF PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the operations of the Contractor, the Superintendent shall immediately notify the property owner(s) or authorities.

Contractor shall repair or replace all existing improvements that are damaged as a result of its operations, at its own expense. The Contractor shall pay all damages and losses incurred. Repairs and replacements should be at least equal to existing improvements and shall match them in finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

#### TRAFFIC CONTROL – PUBLIC CONVENIENCE AND SAFETY

Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

1. Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
2. Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.
3. Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein, and as directed by the Contract Administrator.
4. Contractor's employees working within the right-of-way shall wear reflective vests at all times.
5. Lane Closures. In compliance with the California Traffic Control Handbook, Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc.

6. Parking Restrictions. When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy two (72) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

#### PERMITS AND LICENSES

Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

#### WORKING HOURS

Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. from Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

No work shall be performed at night, Saturday, Sunday or during City holidays as follows:

New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day, Every day appointed by the President or Governor for a public holiday.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

#### EMERGENCY WORK

The City may call upon the Contractor to respond to an emergency situation that requires immediate attention during working hours and outside of working hours. The City will be the sole judge in determining an emergency situation. Contractor shall be required to respond to the emergency within one (1) hours of notification by the City

#### DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

1. Work identified in the Work Order is defective, incomplete or not performed, including any maintenance not performed due to inclement weather and not rescheduled.
2. Claims filed or reasonable evidence indicating probably filing of claims for damages caused by the Contractor to private or public property.
3. Expenses incurred by the City to perform work required as identified in the Work Order that the Contractor performed in a defective or incomplete manner.

# CITY OF ROSEMEAD

## EXHIBIT B

### BID PRICE FORM

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract sum shall be adjusted in accordance with the following unit prices.
2. Contractor is advised that the submitted unit prices will be used as one of the determining factors in the Contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all services provided, including but not limited to, materials, labor, overhead, and profit for the contractor.
3. The unit price quoted by the contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
4. All work shall be performed in accordance with specifications or otherwise herein specified. Workmanship shall be in accord with the best standard practices.

### COST PROPOSAL

#### Grid Tree Pruning

	Description	Qty.	Unit Cost	Total Cost
1	Grid Tree Trimming Services	3000	\$53.00	\$159,000.00

#### Special Request Tree Pruning in DBH

	Description	Unit	Unit Cost	
2	Small Trees (0-4")	EA	\$39.00	\$39.00
3	Medium Trees (5-12")	EA	\$84.00	\$84.00
4	Large Trees (13-36")	EA	\$194.00	\$194.00
5	Extra Large Trees (37" & Over)	EA	\$284.00	\$284.00
6	Palm Tree Trim	EA	\$144.00	\$144.00

#### Special Request Tree Removal in DBH

	Description	Unit	Unit Cost	
7	Small Trees (0-4")	EA	\$84.00	\$84.00
8	Medium Trees (5-12")	EA	\$284.00	\$284.00
9	Large Trees (13-36")	EA	\$754.00	\$754.00
10	Extra Large Trees (37" & Over)	EA	\$954.00	\$954.00

#### Special Request Stump Removal in DBH

	Description	Unit	Unit Cost	
11	Medium Trees (5-12")	EA	\$84.00	\$84.00
12	Large Trees (13-36")	EA	\$144.00	\$144.00
13	Extra Large Trees (37" & Over)	EA	\$254.00	\$254.00

**EXHIBIT B**  
**BID PRICE FORM**

Tree Planting (Includes: Tree, Material, Equipment, Planting, Labor, & 90 Day Est. Period)

	Description	Unit	Unit Cost	
14	15 Gal. Tree	EA	\$154.00	\$154.00
15	24" box Tree	EA	\$254.00	\$254.00
16	36" box Tree	EA	\$854.00	\$854.00
17	48" box Tree	EA	\$1,784.00	\$1,784.00

## EXHIBIT C

### ADDITIONAL SERVICES BID PRICE FORM

#### Emergency Response

	Description	Unit	Unit Cost
1	Emergency Call Out (3-man crew w/ equipment)	Hour	\$285.00
2	Labor Rate	Hour	\$95.00

#### Additional Services

	Description	Unit	Unit Cost
3	Crew Rental (3-man crew w/ equipment)	Hour	\$210.00
4	Tree Inventory Management System	EA	NO FEE
5	Specialty Equipment Rental (100-foot Boom Truck)	Hour	\$140.00
6	Tree Watering	Man Hour	\$70.00
7	Tree Injection	Per Injection	\$24.00
8	Root Pruning	Per Linear Ft.	\$24.00
9	Root Barrier Installation	Per Linear Ft.	\$24.00

#### COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.





# *City of Santa Fe Springs*

City Council Meeting

April 13, 2017

## **NEW BUSINESS**

### Crime Legislation Reforms

#### **RECOMMENDATION**

Staff recommends that the City Council:

- Approve Resolution No. 9540 supporting AB1408 (Calderon); and
- Direct the City Manager to provide the resolution to legislators, Gateway Cities Council of Governments, League of California cities, nearby cities and organizations to promote AB 1408 and to encourage additional legislative strategies to address unintended negative impacts of previous crime legislation

#### **BACKGROUND**

At its meeting of March 23, the City Council discussed the impact on crime in Santa Fe Springs since the passage of Assembly Bill 109, AB 47 and Proposition 57. Prior to the Council Meeting, the Council became aware of a Bill that Assembly Majority Leader Ian Calderon introduced (AB 1408) that would, among other things, require revocation of probation if the offender has violated probation terms for a third time.

#### **DISCUSSION**

Assembly Bill 1408

At the State level, Assembly Majority Leader Ian Calderon introduced Assembly Bill (AB) 1408 on February 17, 2017. AB 1408 would require revocation of probation if the offender has violated probation terms for a third time.

The League of California Cities has analyzed the bill language as follows:

Existing law requires the Department of Corrections and Rehabilitation to provide specified information to local law enforcement agencies regarding an inmate released by the department to the agency's jurisdiction on parole or post-release community supervision, including a record of the offense for which the inmate was convicted that resulted in parole or post-release community supervision. This bill would require the department to also provide the local law enforcement agency with copies of the record of supervision during any prior period of parole.

Existing law provides the procedure by which the Board of Parole Hearings considers an indeterminately sentenced inmate's suitability for parole and generally requires a



## *City of Santa Fe Springs*

City Council Meeting

April 13, 2017

panel of the board, or the board, sitting "en bane", to grant parole on the inmate's minimum eligible parole date unless it determines that the gravity of the current convicted offense or offenses, or the timing and gravity of current or past convicted offense or offenses, is such that consideration of the public safety requires a more lengthy period of incarceration. This bill would require the panel or board, sitting en bane, to consider the entire criminal history of the inmate, including all current or past convicted offenses, in making this determination.

Existing law requires the county agency supervising the release of a person on post-release community supervision to petition a court to revoke, modify, or terminate post-release community supervision if the agency determines, following application of its assessment processes, that intermediate sanctions are not appropriate. This bill would require the county agency supervising the release of a person on post-release community supervision to also petition a court to revoke, modify, or terminate post-release community supervision if the person has violated the terms of his or her release for a third time. The bill would allow a peace officer to arrest a person without warrant who fails to appear at a hearing to revoke, modify, or terminate post-release community supervision. By imposing additional duties on county agencies administering post-release community supervision, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason.

The Whittier City Council took action to officially support the Bill earlier this week and have asked the City of Santa Fe Springs to do the same.

Thaddeus McCormack  
City Manager

Attachments:  
Resolution No. 9540

## **RESOLUTION NO. 9540**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, SUPPORTING AB 1408, A STATE MEASURE TO REQUIRE REVOCATION OF PROBATION AFTER A THIRD VIOLATION**

The City Council of the City of Santa Fe Springs does resolve as follows:

**WHEREAS**, on February 23, 2017 the City Council mourned the February 20, 2017 fatal shooting of Whittier Police Officer Keith Boyer and wounding of Whittier Police Officer Patrick Hazell, and considered measures that could reduce the potential negative impacts from existing criminal law;

**WHEREAS**, Assembly Majority Leader Ian Calderon has introduced AB 1408, which would require revocation of probation if the offender violates probation terms for a third time;

**WHEREAS**, AB 1408 will require the Department of Corrections and Rehabilitation to provide the local law enforcement agency with copies of the record of supervision during any prior period of parole;

**WHEREAS**, AB 1408 will require the panel or Board of Parole Hearings, sitting en bane, to consider the entire criminal history of the inmate, including all current or past convicted offenses, in making the determination to grant parole;

**WHEREAS**, AB 1408 will require the county agency supervising the release of a person on post-release community supervision to also petition a court to revoke, modify, or terminate post-release community supervision if the person has violated the terms of his or her release for a third time; and

**WHEREAS**, AB 1408 will allow a peace officer to arrest a person without warrant who fails to appear at a hearing to revoke, modify, or terminate post-release community supervision .

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA , DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council strongly supports AB 1408 and hereby urges its immediate approval.

**SECTION 2.** The City Council directs the City Manager to provide copies of the resolution to the League of California Cities, the Gateway Council of Governments, other cities, and similar organizations to promote support for AB 1408.

**PASSED, APPROVED AND ADOPTED THIS 13<sup>th</sup> day of April, 2017.**

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
William K. Rounds, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk





# *City of Santa Fe Springs*

City Council Meeting

April 13, 2017

## **PRESENTATION**

Proclaiming the Week of April 24 through April 28, 2017 as "Week of the Young Child" in Santa Fe Springs

## **RECOMMENDATION**

That the City Council proclaim the week of April 24 – April 28, 2017 as "Week of the Young Child" in Santa Fe Springs.

## **BACKGROUND**

The Child Care and Development Programs join with the National Association for the Education of Young Children in the annual celebration of the "Week of the Young Child," to be observed from April 24 through April 28, 2017.

The celebration, held in many communities across the nation, exists to build awareness of the value of child care and early learning opportunities which are crucial to the growth and development of children. Young children and their families depend on high-quality education and care, which help children get a great start and bring lasting benefits to the Santa Fe Springs community.

The theme for this year's celebration, in honor of the City's 60<sup>th</sup> birthday is "Honoring Our Past While Preparing Our Future; Focus on the Child". This theme was chosen because staff recognize that the children we see here today will become our future. And, in another 60 years these children, who may very well be sitting in the seats you occupy now, will recall this day and be proud of the important decisions that you made to support them. City leaders, policy makers, educators, parents and community members have opportunities to make our city great for children. By celebrating the Week of the Young Child, we hope to bring awareness to this great opportunity and responsibility.

During the week of April 24<sup>th</sup>, many special activities that bring awareness to early childhood education and children will take place. We invite everyone to visit any of the child care centers at any time or day of the week to join in the celebration.

The Mayor may wish to call upon Judi Manalisay, Children Services Administrator to assist with the presentation of the proclamation to the children and families that participate in the City's Child Care and Development programs.

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

Thaddeus McCormack  
City Manager

Attachment  
Proclamation

Report Submitted By: Judi A. Manalisay  
Department of Community Services

Date of Report: April 5, 2017

**ITEM NO. 21A**



**Whereas**, the City of Santa Fe Springs, Child Care & Preschool Programs, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 24 through 28 2017; and

**Whereas**, the Preschool Programs are working to provide quality early educational learning opportunities for children, that can provide a foundation of learning for children in Santa Fe Springs and the surrounding community; and

**Whereas**, the Before and After School Child Care Programs are working to provide a safe and enriching environment for school-age children, that can support the home and school environment for children in Santa Fe Springs and the surrounding community; and

**Whereas**, child care teachers, staff and Political Leaders who make a difference in the lives of young children in Santa Fe Springs deserve thanks and recognition for their support and dedication; and

**Whereas**, public policies that support quality learning environments for all children are crucial to all children's futures;

**NOW THEREFORE I**, William K. Rounds, Mayor of the City of Santa Fe Springs, do hereby proclaim April 24 through 28 as the

## **Week of the Young Child**

in Santa Fe Springs and encourage all citizens to recognize and value the programs dedicated to the children of Santa Fe Springs.

Dated this 13th day of April, 2017

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William K. Rounds, Mayor

ATTEST:

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Janet Martinez, City Clerk



# City of Santa Fe Springs

City Council Meeting

April 13, 2017

## PRESENTATION

Proclaiming April 28, 2017 as "National Arbor Day"

## RECOMMENDATION

That the City Council proclaim April 28, 2017 as "National Arbor Day".

## BACKGROUND

On April 10, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which would be called Arbor Day. Trees play an integral part of the urban landscape by providing aesthetic and environmental benefits to neighborhoods. The City of Santa Fe Springs places great value in maintaining and preserving over 10,000 trees that make up the City's urban forest. The Arbor Day Foundation has recognized this investment and bestowed upon the City the national designation award of Tree City USA for the 31<sup>st</sup> consecutive year.

The Arbor Day Foundation is a non-profit, environmental and educational organization of nearly one million members, with a mission to inspire people to plant, nurture and celebrate the benefits of trees. The Arbor Day Foundation, in cooperation with the National Association of State Foresters, and the United States Department of Agriculture Forest Service sponsors the Tree City USA program.

This year, the City of Santa Fe Springs will be honoring the Arbor Day tradition by planting a tree at Jersey Avenue Elementary School.

The Mayor may wish to call upon Noe Negrete, Director of Public Works, to receive the proclamation.

  
Thaddeus McCormack  
City Manager

Attachment:  
Proclamation



## NATIONAL ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and throughout the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community;

NOW, THEREFORE, I, William K. Rounds, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 28, 2017 as

## NATIONAL ARBOR DAY

in the City of Santa Fe Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further encourage all citizens to plant trees.

DATED this 13th day of April, 2017

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WILLIAM K. ROUNDS, MAYOR

*ATTEST:*

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JANET MARTINEZ, CMC, CITY CLERK



# City of Santa Fe Springs

City Council Meeting

April 13, 2017

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	1	Trujillo
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	2	Sarno
Parks & Recreation	1	Trujillo
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	1	Sarno
Senior Citizens	4	Trujillo
Senior Citizens	1	Zamora
Sister City	2	Rounds
Sister City	3	Sarno
Sister City	2	Trujillo
Sister City	2	Zamora
Youth Leadership	1	Moore
Youth Leadership	1	Sarno
Youth Leadership	1	Trujillo
Youth Leadership	3	Zamora

**Applications Received:** None.

**Recent Actions:** None.

  
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**

Frank Aguayo Sr.

**Planning Commission**

**Senior Citizens Advisory**

Frank Aguayo Sr.

**Sister City**

**Traffic Commission**

**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	(18)
	Vacant	(18)
	Vacant	(17)
	Guadalupe Placencia	(17)
	Vacant	(17)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(17)
	Joseph Saiza	(17)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(17)
	Marlene Vernava	(17)
	Vacant	(17)
Sarno	Vacant	(18)
	Irene Pasillas	(18)
	Vacant	(18)
	May Sharp	(17)
	Vacant	(17)
Trujillo	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	Vacant	(17)

*\*Indicates person currently serves on three committees*

## FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Arcelia Miranda	(18)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
<b>Zamora</b>	Gaby Garcia	(18)
	Tina Delgado	(17)
	Gilbert Aguirre	(17)
<b>Rounds</b>	Annette Rodriguez	(18)
	Janie Aguirre	(17)
	Peggy Radoumis	(17)
<b>Sarno</b>	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
<b>Trujillo</b>	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(17)

Organizational Representatives:  
(Up to 5)

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	Laurie Rios	6/30/2018
Zamora	Larry Oblea	6/30/2018
Rounds	Pauline Moore	6/30/2018
Sarno	Francis Carbajal	6/30/2018
Trujillo	Amparo Oblea	6/30/2018

### Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2017
Historical Committee	Sally Gaitan	6/30/2017
Planning Commission	Gabriel Jimenez	6/30/2017
Chamber of Commerce	Debbie Baker	6/30/2017

### Council/Staff Representatives

Council Liaison	Richard Moore
Council Alternate	Jay Sarno
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*\*Indicates person currently serves on three committees*

## HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,  
Heritage Park Train Depot

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(17)
	George Felix, Jr.	(17)
<b>Zamora</b>	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	<b>Vacant</b>	(17)
	Larry Oblea	(17)
<b>Rounds</b>	<b>Vacant</b>	(18)
	Linda Vallejo	(18)
	Mark Scoggins*	(17)
	Janice Smith	(17)
<b>Sarno</b>	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	<b>Vacant</b>	(17)
	Sally Gaitan	(17)
<b>Trujillo</b>	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	Merrie Hathaway	(17)
	<b>Vacant</b>	(17)

*\*Indicates person currently serves on three committees*

## PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Mary Tavera	(18)
	Adrian Romero	(17)
	William Logan	(17)
	Ralph Aranda	(17)
	Kurt Hamra	(17)
<b>Zamora</b>	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Jamie Castañeda	(18)
	Sally Gaitan	(17)
	Steve Gonzalez	(17)
<b>Rounds</b>	Kenneth Arnold	(18)
	<b>Vacant</b>	(18)
	Johana Coca*	(18)
	Tim Arnold	(17)
	Mark Scoggins*	(17)
<b>Sarno</b>	<b>Vacant</b>	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(17)
	<b>Vacant</b>	(18)
	David Diaz-Infante	(17)
<b>Trujillo</b>	Miguel Estevez	(18)
	Andrea Lopez	(18)
	<b>Vacant</b>	(17)
	Anthony Ambris	(17)
	Arcelia Miranda	(17)

*\*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	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

## PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,  
Council Chambers

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

Membership: 5

### APPOINTED BY

### NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

## SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 9:30 a.m.,  
Gus Velasco Neighborhood Center

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	Paul Nakamura	(18)
	Astrid Shesterkin	(17)
	<b>Vacant</b>	(17)
<b>Zamora</b>	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(17)
	<b>Vacant</b>	(17)
<b>Rounds</b>	<b>Vacant</b>	(18)
	Bonnie Fox	(18)
	Gilbert Aguirre	(17)
	Lorena Huitron	(17)
	Janie Aguirre	(17)
<b>Sarno</b>	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
	<b>Vacant</b>	(17)
	<b>Vacant</b>	(17)
<b>Trujillo</b>	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	Margaret Bustos*	(17)
	<b>Vacant</b>	(17)

*\*Indicates person currently serves on three committees*

## SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(17)
	Peggy Radoumis	(17)
	Francis Carbajal	(17)
<b>Zamora</b>	Charlotte Zevallos	(18)
	Josefina Canchola	(18)
	<b>Vacant</b>	(17)
	Doris Yarwood	(17)
	<b>Vacant</b>	(17)
<b>Rounds</b>	Manny Zevallos	(18)
	Susan Johnston	(18)
	Robert Wolfe	(18)
	<b>Vacant</b>	(17)
	<b>Vacant</b>	(17)
<b>Sarno</b>	Jeannette Wolfe	(18)
	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
	<b>Vacant</b>	(17)
	Cathy Guerrero	(17)
<b>Trujillo</b>	<b>Vacant</b>	(18)
	Andrea Lopez	(18)
	Dolores H. Romero*	(17)
	Marcella Obregon	(17)
	<b>Vacant</b>	(17)

*\*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

**Rounds**

Johana Coca

**Sarno**

Alma Martinez

**Trujillo**

Greg Berg

**Zamora**

Nancy Romo



# 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 in Year Listed or upon Graduation
<b>Moore</b>	Richard Aguilar	(17)
	Evony Reyes	(18)
	Zachary Varela	(17)
	<b>Vacant</b>	(17)
	Giovanni Sandoval	(18)
<b>Zamora</b>	Metztli Mercado-Garcia	(17)
	<b>Vacant</b>	(17)
	<b>Vacant</b>	(18)
	<b>Vacant</b>	(18)
<b>Rounds</b>	Andrew Chavez	(18)
	Jennisa Casillas	(17)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(17)
<b>Sarno</b>	<b>Vacant</b>	(18)
	Rafael Gomez	(17)
	Ivan Aguilar	(18)
	Jennifer Centeno Tobar	(18)
<b>Trujillo</b>	Paul Legarreta	(17)
	Ionnis Panou	(18)
	<b>Vacant</b>	(17)
	Amber Marquez	(18)