



# AGENDA

## **REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL**

**April 6, 2021  
6:00 P.M.**

### **VIA TELECONFERENCE**

***Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Annette Rodriguez, Mayor Pro Tem  
John M. Mora, Mayor***

**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-29-20\*\*\*\*  
\*\*REGARDING CORONAVIRUS COVID-19\*\***

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

You may attend the City Council meeting telephonically or electronically using the following means:

**Electronically using Zoom:** Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472      Password: 659847

**Telephonically:**      Dial: 888-475-4499      Meeting ID: 521620472

**Public Participation:** You may submit comments in writing by sending them to the City Clerk at [cityclerk@santafesprings.org](mailto:cityclerk@santafesprings.org). All written comments received by 12:00 p.m. the day of the City Council meeting will be distributed to the City Council and made a part of the official record of the meeting. You may contact the City Clerk's Office at (562) 868-0511 ext. 7314 with any questions.

# City of Santa Fe Springs

## Regular Meetings

April 6, 2021

1. **CALL TO ORDER**

2. **ROLL CALL**

Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Annette Rodriguez, Mayor Pro Tem  
John M. Mora, Mayor

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

### **HOUSING SUCCESSOR**

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 Housing Successor.*

Minutes of the March 2, 2021 Housing Successor Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

### **SUCCESSOR AGENCY**

7. **CONSENT AGENDA**

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

Minutes of the March 2, 2021 Successor Agency Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

### **CITY COUNCIL**

8. **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.*

a. Minutes of the March 2, 2021 Regular City Council Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

- b. Florence Avenue Underpass Storm Pump Removal & Replacement – Award of Contract (Public Works)

**Recommendation:**

- Add the Florence Avenue Underpass Storm Pump Removal and Replacement to the Capital Improvement Plan;
- Appropriate \$276,000 from the Utility Users Tax (UUT) Fund to Florence Avenue Underpass Storm Pump Removal and Replacement Project;
- Accept the bids; and
- Award a contract to Cora Constructors, Inc., of Palm Desert, California, in the amount of \$210,700.00.

**PUBLIC HEARING**

9. Resolution No. 9710 - Approval of Use of Community Development Block Grant Funds (CDBG) for the CDBG Revolving Grant Fund (City Manager)

**Recommendation:**

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the FY 2021/2022 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report;
- Adopt Resolution No. 9710; and
- Authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects.

**NEW BUSINESS**

10. Approval of Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center (Community Services)

**Recommendation:**

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one year for use of the modular building located at the Gus Velasco Neighborhood Center.
- Authorize the Mayor to execute and sign Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

11. Approval of Amendments to Agreements between City of Santa Fe Springs and Options for Learning and Little Lake City School District (LLCSD) (Community Services)

**Recommendation:**

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Los Nietos Childcare Center.
- Approve Amendment Number One to Premises Use Agreement between City of Santa Fe Springs and Options for Learning at Lakeview Elementary School.

- Approve Amendment Number One to Agreement between the City of Santa Fe Springs and Little Lake City School District (LLCSD).
- Authorize the Mayor to execute and sign amendments with Options for Learning and Little Lake City School District (LLCSD).

**12. Resolution No. 9709 – Request for Parking Restrictions during Certain Hours on Altamar Place West of Dice Road (Public Works)**

**Recommendation:**

- Approve Resolution No. 9709 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. be implemented on both sides of Altamar Place from Dice Road to the westerly terminus along with a tow-away provision for violators.

**13. On-Call Professional Engineering Services – Award of Contract (Public Works)**

**Recommendation:**

- Accept the proposals; and
- Award a contract to each of the twenty-one engineering consulting firms listed below for the On-Call Professional Engineering Services for various capital improvement projects.

**14. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Mobile Data Computers (MDCs) for the Department of Fire-Rescue (Fire)**

**Recommendation:**

- Accept 2018 State Homeland Security Grant Program (SHSGP) funds in the amount of \$30,045.28 and authorize the purchase of seven (7) GETAC Mobile Data Computers (MDCs) and associated equipment from DuraTech USA, Inc.

**15. Tree Maintenance Services – Award of Contract (Public Works)**

**Recommendation:**

- Accept the proposals;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for Tree Maintenance Services.

**COUNCILMEMBER REQUESTED ITEM**

**16. Santa Fe High Graduating Banner Support (City Manager)**

**Recommendation:**

- Provide direction on the establishment of a Santa Fe High Graduation Banner Support.

**17. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**

**18. PRESENTATIONS**

- Proclaiming April 30, 2021 as “National Arbor Day” (Public Works)
- Proclaiming the Month of April 2021 as “DMV/Donate Life Month” (City Manager)



# City of Santa Fe Springs

## Regular Meetings

April 6, 2021

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

20. **COUNCIL COMMENTS**

**CLOSED SESSION**

21. **THREAT TO PUBLIC SERVICES OR FACILITIES**

(Pursuant to California Government Code Section 54957)

**Consultation with:** Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

**CLOSED SESSION**

22. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to California Government Code Section 54956.9(d)(1))

Name of case: City of Signal Hill v. Central Basin Municipal Water District, Los Angeles Superior Court, Case No. 19STCP03882.

**CLOSED SESSION**

23. **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

**Employee Organizations:** Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

**CLOSED SESSION**

24. **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator

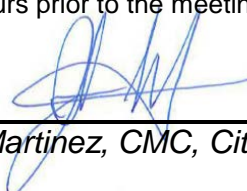
**Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

25. **CLOSED SESSION REPORT**

26. **ADJOURNMENT**

**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.

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; city's website at [www.santafesprings.org](http://www.santafesprings.org); and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

  
Janet Martinez, CMC, City Clerk

April 1, 2021  
Date Posted

**FOR ITEM NO. 6**  
**PLEASE SEE ITEM NO. 8A**

**FOR ITEM NO. 7**  
**PLEASE SEE ITEM NO. 8A**



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8A

April 6, 2021

## CONSENT AGENDA

Minutes of the March 2, 2021 Regular City Council Meeting

### RECOMMENDATION(S)

- Approve the minutes as submitted.

### BACKGROUND

Staff has prepared minutes for the following meeting:

- March 2, 2021 Regular Meeting Minutes

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

### Attachments:

1. March 2, 2021 Regular Meeting Minutes



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

March 2, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order via teleconference at 6:07 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers/Directors: Sarno, Trujillo, Zamora, Mayor Pro Tem/Vice Chair Rodriguez and Mayor/Chair Mora.

**Members absent:** None.

3. **INVOCATION**

Council Member Sarno led the invocation.

4. **PLEDGE OF ALLEGIANCE**

The Youth Leadership led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

There were no speakers that spoke under public comments.

### **HOUSING SUCCESSOR**

#### **PUBLIC HEARING**

6. Resolutions approving Purchase and Sale Agreements with the Richman Group of California Development Company, LLC. And TWC Housing, LLC. For portions of the property located at 13231 Lakeland Road, at the northwest corner of Laurel Avenue and Lakeland Road (Planning)

**Recommendation:**

- Approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with The Richman Group of California Development Company, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of affordable family and special needs rental housing, with a focus on providing a preference in rental to veterans; and
- Approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with TWC Housing LLC, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of Interim affordable housing for families and veterans families experiencing homelessness; and
- Find that the approval of the Purchase and Sale Agreements is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and of CEQA sections

15352 and 15378.

- Approve the Section 33433 Report; and
- Adopt Resolution No. HS-2021-001, approving the Purchase and Sale Agreement with The Richman Group of California Development Company; and
- Adopt Resolution No. HS-2021-002, approving the Purchase and Sale Agreement with TWC Housing LLC.

Deputy City Attorney Russell Hildebrand provided a presentation on Item No. 6.

Mayor Mora opened the public hearing at 6:32 p.m.

There were no speakers for Item No. 6.

Mayor Mora closed the hearing at 6:32 p.m.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with The Richman Group of California Development Company, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of affordable family and special needs rental housing, with a focus on providing a preference in rental to veterans; and approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with TWC Housing LLC, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of Interim affordable housing for families and veterans families experiencing homelessness; and, find that the approval of the Purchase and Sale Agreements is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and of CEQA sections 15352 and 15378 and the Section 33433 Report; and adopt Resolution No. HS-2021-001, approving the Purchase and Sale Agreement with the Richman Group of California Development Company; and adopt Resolution No. HS-2021-002, approving the Purchase and Sale Agreement with TWC Housing LLC by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

## **SUCCESSOR AGENCY**

### **7. CONSENT AGENDA**

No items were considered under the Housing Successor Agenda.

## **CITY COUNCIL**

### **8. 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.**

- a. Minutes of the January 18, 2021 Special City Council Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

- b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

**Recommendation:**

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

- c. Resolution No. 9705 – Ordering Engineer’s Report for Fiscal Year 2021/22 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1 (Public Works)

**Recommendation:**

- Adopt Resolution No. 9705, ordering the preparation of the Engineer’s Report for Fiscal Year 2021/22 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

- d. Resolution No. 9706 – Ordering Engineer’s Report for Fiscal Year 2021/22 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. No. 2001-01 (Hawkins Street and Palm Drive) (Public Works)

**Recommendation:**

- Adopt Resolution No. 9706, ordering the preparation of the Engineer’s Report for Fiscal Year 2021/22 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

- e. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

**Recommendation:**

- Adopt Resolution No. 9707:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez to approve the consent agenda, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

9. Annual Weed Abatement Program (City Clerk/Planning)

**Recommendation:**

- Conduct a Public Hearing on Weed Abatement and direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

City Clerk, Janet Martinez provided a brief presentation on Item No. 9.

Mayor Mora opened the public hearing at 6:34 p.m.

There were no speakers for Item No. 9.

Mayor Mora closed the public hearing at 6:34 p.m.

It was moved by Council Member Zamora, seconded by Council Member Sarno to direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

#### **INTRODUCTION OF ORDINANCE**

10. Introduction of Ordinance No. 1117 – An Ordinance adding Chapter 40 to Title III of the of the Santa Fe Springs Municipal Code Implementing Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest (City Clerk)

**Recommendation:**

- Introduce and waive further reading of Ordinance No. 1117.

City Clerk, Janet Martinez provided a brief presentation on Item No. 10.

It was moved by Council Member Sarno seconded by Council Member Trujillo to introduce and waive further reading of Ordinance No. 1117, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

#### **NEW BUSINESS**

11. Authorize the Purchase of Replacement Mobile Data Computers (MDCs) for the Santa Fe Springs Policing Team (Police Services)

**Recommendation:**

- Authorize the Director of Purchasing Services to issue the purchase order to facilitate the procurement of Mobile Data Computers from CDCE Incorporated in an amount not to exceed \$188,624; and
- Appropriate \$28,624 from the General Fund reserves to the Non-Recurring Police Services activity to adjust the budgeted funds available for FY 2020-21.

Director of Police Services, Dino Torres provided a brief presentation on Item No. 11.



It was moved by Council Member Zamora, seconded by Council Member Trujillo to authorize the Director of Purchasing Services to issue the purchase order to facilitate the procurement of Mobile Data Computers from CDCE Incorporated in an amount not to exceed \$188,624; and, appropriate \$28,624 from the General Fund reserves to the Non-Recurring Police Services activity to adjust the budgeted funds available for FY 2020-21. by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

**12. Custodial Services Maintenance Agreement – Approve One Year Extension (Public Works)**

**Recommendation:**

- Approve Contract Amendment Number Four with EE Building Maintenance to extend the term of agreement for one year with a 5% increase to the contract; and
- Authorize the Director of Public Works to execute Contract Amendment Number Four.

Director of Public Works, Noe Negrete provided a brief presentation on Item no. 12. He stated that EE Building Maintenance received a 5% CPI increase to cover the cost of supplies in January of last year, but also had a contract change reduction of \$3300 prior to the 5% CPI increase. He also stated that the scope of work has not decreased, but it has changed due to the pandemic.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to direct the Director of Public Works, Noe Negrete to discuss a 2.5% increase with EE Building Maintenance to extend the term of agreement for one year effective June 1<sup>st</sup>, 2021, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

**13. Aquatic Center Roof Replacement – Award of Contract (Public Works)**

**Recommendation:**

- Appropriate an additional \$78,000.00 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;
- Accept the bids; and
- Award a contract to Letner Roofing Company, of Orange, California, in the amount of \$228,000.00.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 13.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Zamora, to appropriate an additional \$78,000.00 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;

accept the bids, and award a contract to Letner Roofing Company, of Orange, California, in the amount of \$228,000.00, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

**14. Adopt Resolution No. 9708 Appointing the Director of Finance & Administrative Services as the Plan Administrator for the 457 Deferred Compensation Plan (Finance)**

**Recommendation:**

- Adopt Resolution No. 9708.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 14.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to adopt Resolution No. 9708, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

**15. Modification of Job Specification Title and Salary Adjustment for Human Resources Assistant (Finance)**

**Recommendation:**

- Approve the proposed job specification, title, and salary modifications for the Human Resources Assistant position.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 15.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to approve the proposed job specification, title, and salary modifications for the Human Resources Assistant position, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

**16. Fiscal Year 2020-2021 Midyear Budget Review and Modifications (Finance)**

**Recommendation:**

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

Director of Finance, Travis Hickey provided a brief presentation on Item No. 16.

Council Member Zamora requested a report that listed savings from reimbursements received over the past few years.

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

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None  
**Absent:** None

**17. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond R. Cruz spoke about attending the virtual swearing-in ceremony for Lieutenant Aaron Ruiz for Whittier Police Department.
- Director of Public Works, Noe Negrete spoke about complaints received related to the trash that was by the 605 off-ramp near Telegraph Road. He stated that CalTrans advised him that typically the individuals that clean up the freeway are court mandated individuals that are assigned to complete community services by cleaning up the freeways. However, due to COVID-19 that was placed on hold. Therefore, the Municipal Services Manager, Kevin Periman communicated with CalTrans Manager and scheduled a cleanup and graffiti removal by the off-ramp. He also spoke about the Metro project off the 605 freeway. Lastly, he stated he requested a presentation from CalTrans to provide the City an update on the project.
- Senior Management Analyst, Maribel Garcia provided a brief presentation on the restaurant grant program.
- Director of Planning, Wayne Morrell spoke about the third general plan workshop.
- Director of Police Services, Dino Torres spoke about the Every 15 Minute Program, he noted that last year students were unable to be involved with the program due to COVID-19 restrictions. He stated that Mayor Pro Tem Rodriguez suggested to have the schools demonstrate previous years recording; he expressed how he related that message to the schools. The schools agreed to share previous recordings via YouTube.
- Fire Chief, Brent Hayward congratulated Captain Ruiz. He also provided a brief report on the current COVID-19 cases within Los Angeles County.
- Director of Finance and Administrative Services, Travis Hickey announced that on February 16-18, 2021 the California Social Municipal Finance Officers had their virtual annual conference which provided very informational sessions that covered a variety of topics, which included PERS information.
- Director of Community Services, Maricela Balderas spoke about the following: 1) City partnering with County of Los Angeles to offer COVID-19 testing, final day of testing would be Saturday, March 6, 2021; 2) She also spoke about the request of Mayor Mora, the City will be offering free COVID-19 Anti-body testing, which is covered under the CARES ACT at Lake Center Athletic Park; 3) She spoke about the possibility of having a modified aquatics program this Summer; 4) Last, she provided an update on Youth Sports and the County's guidelines, and expressed how the City will be collaborating with all organizations for the City to offer a safe place to play.

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

Council Member Trujillo appointed Dolores Duran to the Senior Advisory Committee. Mayor Mora appointed Juliana Casillas to the Youth Leadership Committee.

**19. COUNCIL COMMENTS**

Councilmember Sarno spoke about the year anniversary of the pandemic, expressed how a lot of people have been affected and how the numbers are going down. He congratulated Captain Ruiz on his promotion.

Councilmember Trujillo spoke about the pandemic; stated how the children are the individuals that suffered the most. She expressed how she hopes that everyone can get back to normal activities. She also congratulated Captain Ruiz on his promotion. Lastly, she spoke about the COVID-19 vaccine and the availability at CVS locations.

Councilmember Zamora expressed how he was glad to see the flag salute added back to the agenda, giving the Youth Leadership members an opportunity to participate. He also congratulated Captain Ruiz for his promotion. He acknowledged those that have been able to obtain the COVID-19 vaccine. He announced that the state has made the vaccine available for educators and children with special needs. Lastly, he thanked staff for the reports.

Mayor Pro Tem Rodriguez thanked all Directors for their presentations and congratulated Captain Ruiz on his promotion. She also expressed how the Council is supportive to all students. Lastly, she thanked all fire fighters and first responders for assisting with the Fire by City of Compton.

Mayor Mora also agreed with the rest of the Council's comments and also acknowledged staff. He congratulated Captain Ruiz on his promotion. Lastly, he stated the meeting will be closing in memory of David Quintero and Cesar Marquez.

**CLOSED SESSION**

**20. THREAT TO PUBLIC SERVICES OR FACILITIES**

(Pursuant to California Government Code Section 54957)

**Consultation with:** Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

**CLOSED SESSION**

**21. PUBLIC EMPLOYMENT**

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

**CLOSED SESSION**

**22. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to California Government Code Section 54956.9(d)(1))

Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC, Case No. 20STCV33264

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***Mayor Mora recessed the meeting at 8:26 p.m.***

***Mayor Mora reconvened the meeting at 10:06 p.m.***

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**23. CLOSED SESSION REPORT**

City Attorney, Ivy M. Tsai provided a report on Closed Session Items: Direction was given to staff and no reportable action was taken.

**24. ADJOURNMENT**

Mayor Mora adjourned the meeting at 10:06 p.m. in memory of David Quintero and Cesar Marquez.

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John M. Mora  
Mayor

***ATTEST:***

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Janet Martinez  
City Clerk

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Date



## **CONSENT AGENDA**

### **Florence Avenue Underpass Storm Pump Removal & Replacement – Award of Contract**

#### **RECOMMENDATION**

- Add the Florence Avenue Underpass Storm Pump Removal and Replacement to the Capital Improvement Plan;
- Appropriate \$276,000 from the Utility Users Tax (UUT) Fund to Florence Avenue Underpass Storm Pump Removal and Replacement Project;
- Accept the bids; and
- Award a contract to Cora Constructors, Inc., of Palm Desert, California, in the amount of \$210,700.00.

#### **BACKGROUND**

The Florence Avenue underpass east of Bloomfield Avenue and west of Shoemaker Avenue requires its storm pumps to be removed and replaced. The existing storm pumps were installed in 1968. Though the pumps are operational, the pumps have exceeded their service life and replacement parts have become obsolete and non-existent in the event of an unforeseen failure.

A total of five bids were received and opened on March 9, 2021. City staff reviewed the proposals and determined that four of the bid proposals comply with the project specifications\*. The bid from Bonadiman Water, Inc., did not include a signed addendum; therefore, is deemed non-responsive. The low bidder for the project was Cora Constructors, Inc., of Palm Desert, California, with a bid totaling \$210,700.00. Below are the bids submitted from each bidder:

#### **COMPANY**

#### **COST**

- |   |                 |
|---|-----------------|
| 1. Cora Constructors, Inc.                | \$210,700.00    |
| 2. Tharsos, Inc.                          | \$224,000.00    |
| 3. 316 Engineering and Construction, Inc. | \$228,650.00    |
| 4. MMC, Inc.                              | \$394,000.00    |
| 5. Bonadiman Water, Inc.                  | Non-Responsive* |

#### **LEGAL REVIEW**

The City Attorney's office has reviewed the agreement.

#### **FISCAL IMPACT**

The total estimated cost for the Project is \$276,000. An appropriation of \$276,000 is necessary to complete the funding to the Florence Avenue Underpass Storm Pump Replacement project from the Utility Users Tax (UUT) Capital Improvement Fund.

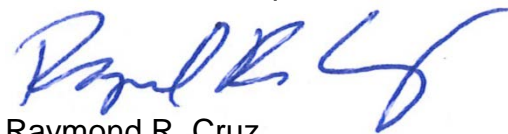
A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name of the Director of Public Works.

The total project cost breakdown is as follows:

<b><u>ITEM</u></b>		<b><u>BUDGET</u></b>
Construction	\$	210,700
Engineering	\$	17,000
Inspection	\$	17,000
Contingency	\$	31,300
Total Project Cost:		\$ 276,000

**INFRASTRUCTURE IMPACT**

Replacement of the existing pumps at the Florence Avenue Underpass will provide improved street drainage and ensure reliable and efficient operation.



Raymond R. Cruz  
City Manager

**Attachment:**

Attachment No. 1: Agreement

**CITY OF SANTA FE SPRINGS**

**CONTRACT AGREEMENT**

**FOR**

**FLORENCE AVENUE UNDERPASS STORM PUMP  
REMOVAL & REPLACEMENT**

**IN THE CITY OF SANTA FE SPRINGS**

This Contract Agreement is made and entered into the above-stated project this 6<sup>th</sup> day of April, 2021, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Cora Constructors, Inc., as CONTRACTOR in the amount of \$210,700.00.

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

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

## ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

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.

**CORA CONSTRUCTORS, INC.**

By:

\_\_\_\_\_  
LYNNE CASEAULT, SECRETARY

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

**THE CITY OF SANTA FE SPRINGS**

By:

\_\_\_\_\_  
JOHN M. MORA, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
IVY M. TSAI, CITY ATTORNEY

**(Contractor signature must be notarized with proper acknowledgement attached.)**



**PUBLIC HEARING**

**Resolution No. 9710 – Approval of Use of Community Development Block Grant Funds (CDBG) for the CDBG Revolving Grant Fund**

**RECOMMENDATION**

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the FY 2021/2022 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report;
- Adopt Resolution No. 9710; and
- Authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects.

**BACKGROUND**

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the Los Angeles County Development Authority (LACDA). Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded.

For FY 2021-2022, the City does not have any eligible CDBG capital projects that are ready to move forward, it has been granted a CDBG allocation in the amount of \$128,530. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

1. Benefit low- and moderate-income persons;
2. Elimination of slums or blight;
3. Meet an urgent need.

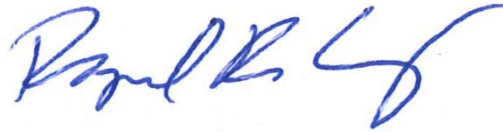
Per HUD guidelines, the City is able to only utilize \$25,706 or 20% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall. The remaining funds must be spent on capital projects. In years past, the City exchanged its CDBG fund balance with other cities; however, HUD discontinued this practice. For this year, the City has had difficulty identifying a suitable project to meet its annual requirement and LACDA representatives suggested that the City transfer funds to the CDBG Revolving Grant Fund.

The CDBG Revolving Grant Fund provides funding to local municipalities for CDBG eligible projects that have an identified funding shortfall. Municipalities are required to pay back the revolving grant with their annual CDBG funding allocations. Cities that transfer funds to the Revolving Grant Fund are repaid in full and can request repayment one year after the funds are initially transferred.

Staff recommends that the City Council adopt Resolution No. 9710 and allocate \$102,824 of the City's unallocated balance to the CDBG Revolving Fund Grant. The City will request repayment for the CDBG Revolving Fund Grant transfer for an eligible CDBG project to be used for FY 2021-2022.

**FISCAL IMPACT**

There is not direct fiscal impact associated with the recommended action. Since the City does not have any eligible CDBG capital projects that are ready to move forward at this time, it is recommended that the CDBG allocation of \$102,824 be made available for the CDBG Revolving Grant Fund so that other municipalities can utilize the funds in the near term and the City can stay in compliance with CDBG program guidelines that determine the City's maximum allowable fund balance. The \$102,824 will be returned to the City for later use on CDBG eligible activities.



Raymond R. Cruz  
City Manager

Attachment:  
Resolution No. 9710

**RESOLUTION NO. 9710**

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL AUTHORIZING AND APPROVING PROJECTS AND THE TRANSFER OF THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM UNALLOCATED FUNDS FOR FISCAL YEAR 2021-2022 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING GRANT FUND**

**WHEREAS**, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

**WHEREAS**, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the Los Angeles County Community Development Block Grant (CDBG) Program has allocated \$128,530 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2021-2022; and

**WHEREAS**, the City has considered and evaluated CDBG eligible projects and community needs; and

**WHEREAS**, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds; and.

**WHEREAS**, the Community Development Commission offers participating agencies the opportunity to transfer designated funding to a revolving grant fund which will be returned to the City to be used at a future time for a CDBG eligible project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santa Fe Springs as follows:

**Section 1.** That the City Council authorizes the transfer of \$102,824 in allocated CDBG funds to the CDBG Revolving Grant Fund, and allocate its partial CDBG funds of \$25,706 to the Teen Program.

**Section 4.** That the City Manager or his designee is authorized and directed to transfer \$102,824 in unallocated CDBG funds to the CDBG Revolving Grant Fund.

**Section 5.** That the Mayor and/or City Manager are authorized to execute the contractual and related documents that are required for the implementation of the projects/programs set forth herein.

APPROVED:  
ITEM NO.:

PASSED, APPROVED and ADOPTED this 6<sup>th</sup> day of April 2021 by the following

roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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John M. Mora, Mayor

ATTEST:

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Janet Martinez, City Clerk





# City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

April 6, 2021

## NEW BUSINESS

Approval of Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center

### **RECOMMENDATIONS**

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one year for use of the modular building located at the Gus Velasco Neighborhood Center.
- Authorize the Mayor to execute and sign Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

### **BACKGROUND**

At its May 24, 2020, City Council meeting, the City Council approved Amendment Number Two to extend a one year (1) Lease Agreement with The Whole Child (TWC). The extension allowed for continued use of the city-owned modular building adjacent to the Gus Velasco Neighborhood Center (GVNC) to operate their Family Housing Program.

The Whole Child's Family Housing Program remains the lead housing provider for homeless families in Southeastern Los Angeles County (Service Planning Area- SPA 7), and has also now expanded its services to SPA 4 in Los Angeles County. The program provides coordinated supportive services (e.g., child and family therapy) and linkages to resources through the Departments of Public Social Services, Mental Health, and Public Health. In addition, the program provides external resources including, legal services, education, and vocational training. Since the beginning of the fiscal year to date, the Whole Child has served 32 families in Santa Fe Springs and 823 families throughout SPA 7.

The Whole Child has notified the City that they have purchased a facility in the City of Downey to accommodate their growing housing program. The facility is set to begin construction this month, and they anticipate it to be completed by October 2021. However, due to the uncertainties of the Covid-19 pandemic, which can potentially delay their progress, the Whole Child has requested a one year lease extension to continue servicing families and the homeless.

As the high demand for resources continues, especially during this pandemic, and as agencies begin to implement re-opening protocols, the partnership with the Whole Child will allow the continuance of essential critical services to Santa Fe Springs and surrounding communities. Hence, it is recommended that the City Council amend the lease agreement and extend the lease term by one year, commencing on June 1,



# City of Santa Fe Springs

City Council Meeting

April 6, 2021

2021, and ending on May 30, 2022. The Whole Child also agrees to pay the monthly rate of \$275.00 for landscape service, a 9% increase from the \$250 monthly rate for the fiscal year 2020-2021.

The Whole Child continues to be responsible for any costs associated with maintenance and repairs to the facility, equipment, fixtures, and interior of the leased premises. They will also remain responsible for paying all utilities, including water, gas, electricity, telephone, cable, and other utilities used.

## **FISCAL IMPACT**

Under the terms of the agreement, rent for the use of the modular building is \$275.00 per month (\$3,300 per year) to pay for landscape service.

## **LEGAL REVIEW**

The City Attorney has reviewed the proposed lease agreement for The Whole Child.

The Mayor may call upon Family & Human Services Manager, Ed Ramirez, to answer questions the Council may have regarding the staff report.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachments:**

1. Lease Agreement between the City of Santa Fe Springs and the Whole Child
2. Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and Whole Child

**LEASE AGREEMENT**

**BETWEEN**

**THE**

**CITY OF SANTA FE SPRINGS**

**AND**

**THE WHOLE CHILD**

## TABLE OF CONTENTS

### RECITALS

SECTION 1.	INCORPORATION OF RECITALS.....
SECTION 2.	LEASED PROPERTY.....
SECTION 3.	LEASE TERM.....
SECTION 4.	MONTHLY RENT.....
SECTION 5.	LATE PAYMENT.....
SECTION 6.	LIMITATIONS ON USE.....
SECTION 7.	PROHIBITED USES.....
SECTION 8.	CONDITIONS OF LEASED PREMISES; MAINTENANCE AND REPAIR
SECTION 9.	ALTERATIONS BY LESSEE .....
SECTION 10.	MECHANICS' LIENS.....
SECTION 11.	INSPECTION BY LESSOR.....
SECTION 12.	UTILITIES.....
SECTION 13.	INSURANCE.....
SECTION 14.	INDEMNIFICATION.....
SECTION 15.	DESTRUCTION OF LEASED PROPERTY OR BUILDING.....
SECTION 16.	ASSIGNMENT AND SUBLETTING.....
SECTION 17.	ACTS CONSTITUTING BREACH BY LESSEE.....
SECTION 18.	LESSOR'S REMEDIES.....
SECTION 19.	TERMINATION.....
SECTION 20.	WAIVER OF BREACH.....
SECTION 21.	NOTICES.....
SECTION 22.	ATTORNEY'S FEES.....
SECTION 23.	BINDING ON HEIRS AND SUCCESSORS.....
SECTION 24.	SOLE AND ONLY AGREEMENT .....
SECTION 25.	TAXES AND ASSESSMENTS .....
SECTION 26.	DISPOSITION OF ABANDONED PERSONAL PROPERTY.....
SECTION 27.	AUTHORITY OF LESSOR AND LESSEE.....
SECTION 28.	PUBLIC RECORDS.....
SECTION 29.	RELATIONSHIP OF PARTIES.....
SECTION 30.	COOPERATION BETWEEN PARTIES.....

## **LEASE AGREEMENT**

This LEASE AGREEMENT ("Agreement") is made and entered into on this 1st day of June, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and THE WHOLE CHILD, a California nonprofit corporation ("Lessee" or "The Whole Child").

### **RECITALS**

**WHEREAS**, the City currently leases to the Whole Child Family Housing program, a nonprofit organization whose mission is to provide quality, comprehensive housing services to ensure hard-to-place homeless children and their families in safe and stable permanent housing.

**WHEREAS**, the Southeast LA (SPA 7), one of the region's highest-need communities for homeless services continues to expand TWC's housing program at a time of enormous need, reaching more homeless children and families and ensuring every child has a safe and stable home in which to grow and thrive.

**WHEREAS**, the City and The Whole Child now enter into the Lease Agreement for the use of City property where the Whole Child Family Housing Program will operate.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### **SECTION 1. INCORPORATION OF RECITALS**

All of the recitals are incorporated herein by this reference.

### **SECTION 2. LEASED PREMISES**

Lessor hereby leases to Lessee the modular unit located at 9251 Pioneer Blvd, Santa Fe Springs, CA 90670 particularly described in Exhibit (1) subject to the terms and conditions contained in this Lease.

### **SECTION 3. LEASE TERM**

A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on June 1, 2018 ("Commencement Date"). Upon mutual agreement by Lessor and Lessee, subject to the rights of termination as set forth in Section 19.

B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

### **SECTION 4. MONTHLY RENT**

Commencing June 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of five hundred twenty three (\$523.00) per month for the Initial Term. The monthly rate includes the initial one time fee for electrical and water smart meter installations and monthly landscaping costs. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent. All rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance,

repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

#### **SECTION 5. LATE PAYMENT**

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

#### **SECTION 6. USE AND LIMITATIONS ON USE**

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Whole Child Family Housing program Monday through Sunday 24 hours a day.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are regularly utilized by Lessor for community and other events. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide family housing and case management assistance for residents of the City of Santa Fe Springs.

#### **SECTION 7. PROHIBITED USES**

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

#### **SECTION 8 CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR**

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

#### **SECTION 9. ALTERATIONS BY LESSEE**

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

#### **SECTION 10. MECHANICS' LIENS**

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

#### **SECTION 11. INSPECTION BY LESSOR**

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

#### **SECTION 12. UTILITIES**

Lessee shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and other services used by the lessee.

#### **SECTION 13. INSURANCE**

A. Minimum Scope and Limits of Insurance. Lessee shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

3. Workers' compensation insurance as required by the State of California. The Whole Child agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by The Whole Child for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

B. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

1. Additional insured: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Whole Child pursuant to its contract with the City; products and completed operations of The Whole Child; premises owned, occupied or used by the Whole Child; automobiles owned, leased, hired, or borrowed by the Whole Child.

2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

3. Other insurance: "The Whole Child insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.

5. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Lessor. No policy of insurance issued as to which the Lessor is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

D. Certificates of Insurance. Lessee shall provide to Lessor's certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

E. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which the Whole Child may be held responsible for payments of damages to persons or property.

#### **SECTION 14. INDEMNIFICATION**

Lessee agrees to defend, indemnify, hold free and harmless Lessor, its elected officials, officers, agents and employees, at Lessee's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessor, its elected officials, officers, agents and employees arising out of or related to the services provided by Lessee, its employees, volunteers and/or authorized sub consultants pursuant to this Agreement.

Lessor agrees to defend, indemnify, hold free and harmless Lessee and its employees, at Lessor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessee and its employees arising out of or related to Lessor's negligent acts or omissions or willful misconduct in performance of its obligations under this Agreement.

#### **SECTION 15. DESTRUCTION OF LEASED PREMISES**

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended



purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

#### **SECTION 16. ASSIGNMENT AND SUBLETTING**

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased property or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

#### **SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE**

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

#### **SECTION 18. LESSOR'S REMEDIES**

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
  - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
  - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
  - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

#### **SECTION 19. TERMINATION**

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least ninety (90) days written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

#### **SECTION 20. WAIVER OF BREACH**

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

#### **SECTION 21. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR  
City of Santa Fe Springs  
11610 Telegraph Road  
Santa Fe Springs, CA

LESSEE  
The Whole Child  
10155 Colima Road  
Whittier, CA 90603

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

#### **SECTION 22. ATTORNEY'S FEES**

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

#### **SECTION 23. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

#### **SECTION 24. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

#### **SECTION 25. TAXES AND ASSESSMENTS**

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

#### **SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Lessee abandons or quits the Leased property or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased property thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

#### **SECTION 27. AUTHORITY OF LESSOR AND LESSEE**

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

#### **SECTION 28. PUBLIC RECORDS**

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will be made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

#### **SECTION 30. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

#### **SECTION 31. COOPERATION BETWEEN PARTIES**

Lessee and Lessor will cooperate with each other in all respects, in its operation of the Building or the Property. Furthermore if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumbrance. Lessor shall provide written notice to the at least sixty (60) days prior to the encumbrance.

EXECUTED on 6/19/18 at \_\_\_\_\_, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

  
\_\_\_\_\_  
Jay Sarno, Mayor

  
\_\_\_\_\_  
Constanza Pachon, The Whole Child

ATTEST:

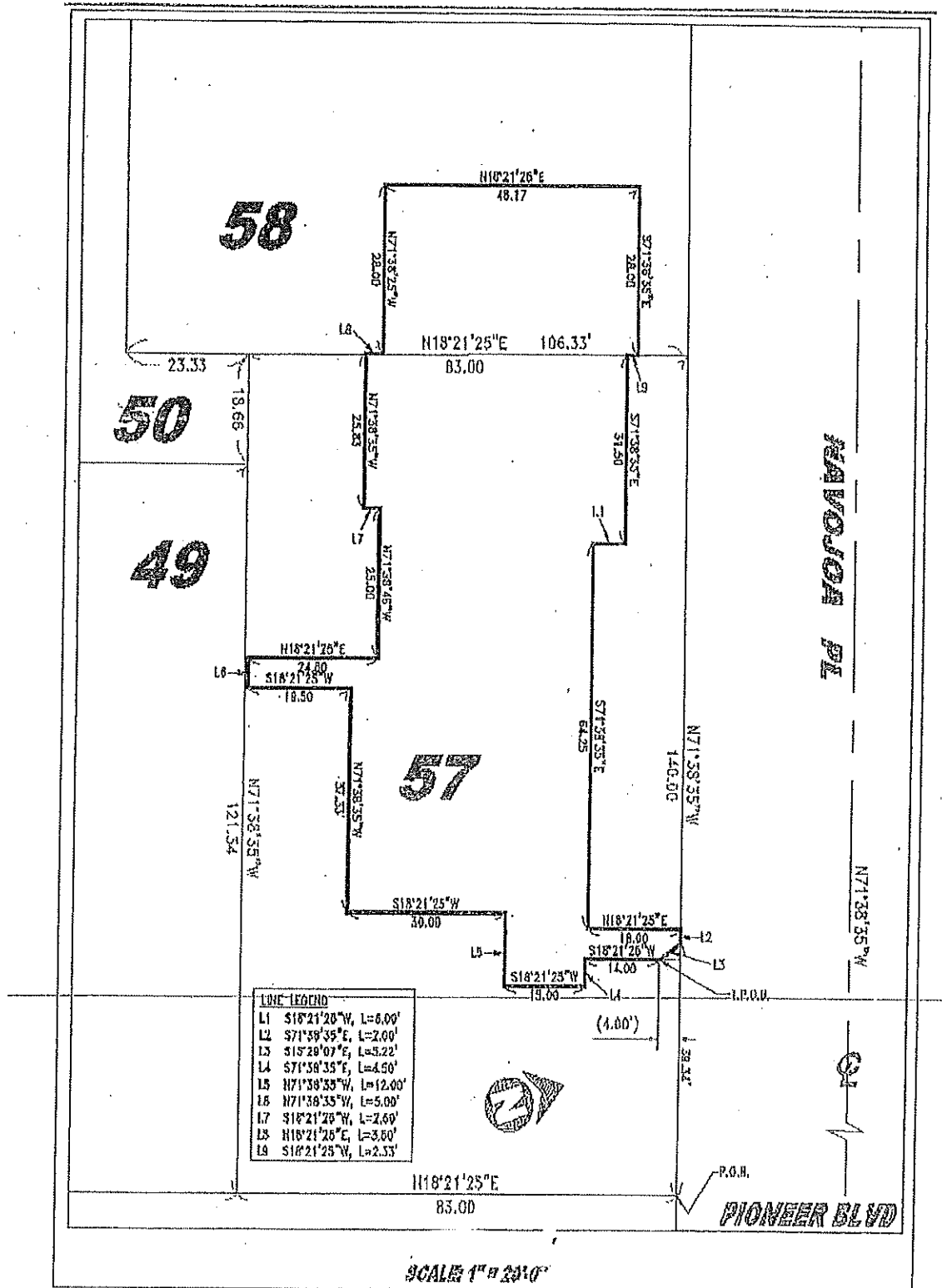
  
\_\_\_\_\_  
Janet Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Yolanda M. Summerhill, City Attorney

# EXHIBIT 1

## SITE MAP OF PROPERTY



**AMENDMENT NUMBER THREE TO LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE SPRINGS  
AND THE WHOLE CHILD**

This Amendment Number Three ("Amendment") is made and entered into this 6<sup>th</sup> day of April, 2021 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and The Whole Child – Mental Health & Housing Services, a California nonprofit corporation ("The Whole Child").

WHEREAS, on June 1, 2018, the City and The Whole Child entered into a lease agreement for the lease by the City to The Whole Child of a modular unit located at 9251 Pioneer Blvd ("Agreement"); and

WHEREAS, on May 23, 2019, the City and The Whole Child approved Amendment Number One to the Agreement to extend the lease term by one year and revise the monthly rent to reflect the exclusion of payment for electrical and water smart meter installations; and

WHEREAS, on May 28, 2020, the City and The Whole Child approved Amendment Number Two to the Agreement to extend the lease term by one year with a monthly rent of two hundred and fifty dollars (\$250.00); and

WHEREAS, the City and The Whole Child desire to amend the Agreement to extend the lease term by one year.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 4 of the Agreement is extended for a period of one year commencing on June 1, 2021 and ending on May 30, 2022.
2. Section 4 of the Agreement is amended to provide for a monthly rent of two hundred and seventy-five dollars (\$275.00) for the period of June 1, 2021 through May 30, 2022. This monthly rent amount reflects a 9% increase to cover landscaping cost.
3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

THE WHOLE CHILD

\_\_\_\_\_  
John M. Mora, Mayor

\_\_\_\_\_  
Constanza Pachon, Chief Executive Officer

Date:\_\_\_\_\_

Date:\_\_\_\_\_

APPROVED AS TO FORM:

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Ivy M. Tsai, City Attorney

ATTEST:

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Janet Martinez, City Clerk



# City of Santa Fe Springs

ITEM NO. 11

City Council Meeting

April 6, 2021

## NEW BUSINESS

Approval of Amendments to Agreements between City of Santa Fe Springs and Options for Learning and Little Lake City School District (LLCSD).

### **RECOMMENDATIONS**

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Los Nietos Childcare Center.
- Approve Amendment Number One to Premises Use Agreement between City of Santa Fe Springs and Options for Learning at Lakeview Elementary School.
- Approve Amendment Number One to Agreement between the City of Santa Fe Springs and Little Lake City School District (LLCSD).
- Authorize the Mayor to execute and sign amendments with Options for Learning and Little Lake City School District (LLCSD).

### **BACKGROUND**

Since the fall of 2017, the City of Santa Fe Springs has worked closely with Options for Learning to preserve vital childcare services for the community when these programs were no longer financially sustainable by the City. Over the course of three years, staff has worked closely with the City Council Child Care Sub-committee to address the best way to preserve child care services for the community given the City's ongoing financial challenges.

It was determined that the best alternative was to subcontract the childcare programs to Options for Learning in order to maintain these services in the community. On February 22, 2018, the City entered into a subcontracting agreement with Options for Learning. Under the terms of the subcontract agreement, Options for Learning was to administer the City's contract with the California Department of Education (CDE) to operate the preschool programs for one (1) year beginning on July 1, 2018, at the current preschool locations, Gus Velasco Neighborhood Center (GVNC) and Los Nietos Child Care Center.

Subsequently, on May 24, 2018, Options for Learning entered into a premises use agreement to replace the City's school-age morning and after-school childcare program at the Lakeview Childcare Center with their Surround Care program. As part of this agreement, the City also renewed its agreement with the Little Lake City School District (LLCSD) to allow for the City-owned modular unit to remain on the Lakeview Elementary School property to provide childcare services offered through Options for Learning; this was a three-year agreement.





# City of Santa Fe Springs

## City Council Meeting

April 6, 2021

Options for Learning provided oversight of the childcare operations that continued to operate in the same capacity and same licensed city facilities. In addition, Options for Learning offered employment to all impacted City of Santa Fe Springs childcare employees and agreed to pay the monthly rent for the modular units at the GVNC owned by Williams Scotsman.

On March 14, 2019, City Council approved Resolution No. 9623, authorizing the relinquishment of contract CSPP-8170 with the CDE for the purpose of dissolving the City's Child Care and Development Services for the Pre-school Age Program for Fiscal Year 2018-2019. The CDE contract was later awarded to Options for Learning, and beginning on July 1, 2019, Options for Learning was no longer a subcontractor of the City and offered childcare services under their own licensing.

On June 13, 2019, City Council approved a one year lease extension to continue to operate the child care programs while Options for Learning and the City planned to move their privately owned childcare modular units to their preferred location at Los Nietos Park. On February 25, 2020, Options for Learning met with City staff and the City Council Child Care Sub-committee to communicate they could not continue with the childcare modular unit project at Los Nietos Park due to the high financial and increasing costs of the project. Although we received the regretful news, Options for Learning remained invested in providing childcare services in Santa Fe Springs and intended to uphold its partnership in offering services in the community. Thus, Options for Learning requested a one-year extension to continue to operate the childcare programs at the GVNC and Los Nietos Childcare sites while working with the City to identify an alternate plan. On June 11, 2020, an additional one-year extension was approved by City Council to allow for childcare services. However, due to the Covid-19 pandemic and closures of both City and Options for Learning facilities, discussions were temporarily halted for the remainder of 2020.

In January 2021, discussions with Options for Learning reconvened and an alternate plan has been developed. Options for Learning is requesting to extend the use of the Los Nietos Childcare Center to serve as its full-day preschool, which currently accommodates their half-day preschool program. Children from the GVNC's full-day preschool site will be transferred to Los Nietos Childcare Center, allowing for the removal of the GVNC modular units and ending that lease agreement between the City and Options for Learning. The existing students of the half-day preschool will be promoted to kindergarten, and the half-day preschool program will no longer be offered. Any future families in need of half-day preschool will be referred to local sites such as the Carmela location on Carmenita Rd. in South Whittier. In addition, the City's Parks and Recreation Services Division's Summer Camp program that has traditionally used the Los Nietos Childcare Center from June through July, will be moved into the Activity Center where the size of the facility and amenities are more suitable for the program.



# City of Santa Fe Springs

City Council Meeting

April 6, 2021

Options for Learning is also requesting the continued use of the Lakeview Childcare Center's to offer their surround care program once classes resume on campus.

LLCSD agrees with this extension, which also supports the proposed approval of amending the Premises Use Agreement between the City and School District.

Under the terms of the proposed amendments, the agreements between the City, Options for Learning, and LLCSD will be extended for five (5) year terms upon mutual consensus by the City, Options for Learning, and LLCSD. All terms, conditions, and provisions of the original agreements shall remain in full force and effect.

## **FISCAL IMPACT**

Options for Learning agrees to pay \$100/month to use the City-owned Los Nietos and \$100/month to use Lakeview Childcare Centers which has no significant impact on the general fund.

Since Options for Learning acquired the City's Childcare services program, the City has realized an overall savings of approximately \$390,000.

## **INFRASTRUCTURE IMPACT**

The use of these facilities will allow Options for Learning to continue to provide a vital and essential service in our community. In addition, under the terms of the Los Nietos Childcare Center agreement, the City will have access to the facility during special events or programming at Los Nietos Park. Options for Learning will remain responsible for payment of all utilities, including water, gas, electricity, cable, and disposal services.

## **LEGAL REVIEW**

The City Attorney's office has reviewed the proposed amended agreements for Options for Learning and Little Lake City School District.

The Mayor may call upon Family & Human Services Manager, Ed Ramirez, to answer questions the Council may have regarding the staff report.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager



# City of Santa Fe Springs

City Council Meeting

April 6, 2021

## Attachments:

1. Amendment Number Three to Lease Agreement Between the City of Santa Fe Springs and Options for Learning at Los Nietos Childcare Center
2. Amendment Number One to Premises Use Agreement between the City of Santa Fe Springs and Options for Learning at Lakeview Elementary School
3. Amendment Number One to Agreement between the City of Santa Fe Springs and Little Lake City School District (LLCSD)
4. Premises Use Agreement between City of Santa Fe Springs and Options for Learning at Lakeview Elementary School
5. Lease Agreement Between the City of Santa Fe Springs and Options for Learning at Los Nietos Child Care Center

**AMENDMENT NUMBER THREE TO LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE SPRINGS  
AND OPTIONS FOR LEARNING  
AT LOS NIETOS CHILDCARE CENTER**

This Amendment Number Three ("Amendment") is made and entered into this 6<sup>th</sup> day of April, 2021 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Options for Learning, a California nonprofit corporation ("Options for Learning").

WHEREAS, on April 12, 2018, the City and Options for Learning entered into a lease agreement for the lease by the City to Options for Learning of the property commonly known as the Los Nietos Childcare Center located 11143 Charlesworth Rd. ("Agreement"); and

WHEREAS, on June 13, 2019, the City and Options for Learning entered into Amendment Number One to the Agreement to extend the lease term by one year; and

WHEREAS, on June 11, 2020, the City and Options for Learning entered into Amendment Number Two to the Agreement to extend the lease term by one year; and

WHEREAS, the City and Options for Learning desire to amend the Agreement to extend the lease term for five years and to provide full-day preschool.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 3 of the Agreement is extended for a period of 5 years commencing on July 1, 2021 and ending on June 30, 2026.

2. Section 6(B), Use of Leased Premises, is amended to include Lessee's operation of a full-day preschool.

3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

OPTIONS FOR LEARNING

\_\_\_\_\_  
John M. Mora, Mayor

\_\_\_\_\_  
Paul Pulver, Chief Executive Officer

Date:\_\_\_\_\_

Date:\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

ATTEST:

---

Janet Martinez, City Clerk

**AMENDMENT NUMBER ONE TO PREMISES USE AGREEMENT  
BETWEEN THE CITY OF SANTA FE SPRINGS  
AND OPTIONS FOR LEARNING  
AT LAKEVIEW ELEMENTARY SCHOOL**

This Amendment Number One ("Amendment") is made and entered into this 6<sup>th</sup> day of April, 2021 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Options for Learning, a California nonprofit corporation ("Options for Learning").

WHEREAS, on May 24, 2018, the City and Options for Learning entered into a Premises Use Agreement for Options for Learning to operate the Extended Day Services Program at Lakeview Elementary School ("Agreement"); and

WHEREAS, the City and Options for Learning desire to amend the Agreement to extend the term of the Agreement through June 30, 2026.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term set forth in Section 3 of the Agreement is extended for a period of 5 years commencing on July 1, 2021 and ending on June 30, 2026.
2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

OPTIONS FOR LEARNING

\_\_\_\_\_  
John M. Mora, Mayor

\_\_\_\_\_  
Paul Pulver, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

ATTEST:

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

**AMENDMENT NUMBER ONE TO AGREEMENT  
BETWEEN THE CITY OF SANTA FE SPRINGS  
AND LITTLE LAKE CITY SCHOOL DISTRICT (LLCSD)**

This Amendment Number One ("Amendment") is made and entered into this 6<sup>th</sup> day of April, 2021 ("Effective Date") between the LITTLE LAKE CITY SCHOOL DISTRICT (hereinafter referred to as "LLCSD") and the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter referred to as "City").

WHEREAS, Section 40045 of the Education Code of the State of California authorizes school districts to allow the use of school buildings, facilities, grounds, and equipment for child care or day care programs established in cooperation with any city to provide supervision and activities for children of preschool and elementary school age, together with such supervisory, consultant, custodial, clerical, or other services as the school district deems advisable with respect to the need of such program and the service to the community; and

WHEREAS, in 1997, the City and District entered into an agreement to allow the City to operate a before/after school child care program for school aged children attending Lakeview Elementary School ("Extended Day Services Program"); and

WHEREAS, on May 24, 2018, The City and District entered into a new agreement to allow for the operation of the Options for Learning's before and after school Surround Care Program ("Agreement"); and

WHEREAS, the City and District's desire to amend the Agreement to extend the term of the Agreement through June 30, 2026.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term set forth in Section 9 of the Agreement is extended through June 30, 2026, to allow for the continued operation of the Options for Learning before and after school Surround Care Program.

2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

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John M. Mora, Mayor

ATTEST:

---

Janet Martinez, City Clerk

APPROVED AS TO FORM:

---

Ivy M. Tsai, City Attorney

LITTLE LAKE CITY SCHOOL DISTRICT

---

Name and Title

ATTEST:

---

Clerk of the Board

APPROVED AS TO FORM:

---

Name and Title



**PREMISES USE AGREEMENT**

**BETWEEN**

**THE**

**CITY OF SANTA FE SPRINGS**

**AND**

**OPTIONS FOR LEARNING**

**AT LAKEVIEW ELEMENTARY SCHOOL**

## **PREMISES USE AGREEMENT**

This PREMISES USE AGREEMENT ("Agreement") is made and entered into on this 24<sup>th</sup> day of May 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Options for Learning").

### **RECITALS**

**WHEREAS**, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age program at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

**WHEREAS**, on or about February 22<sup>nd</sup>, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning; and

**WHEREAS**, the City currently operates the Childcare Program at Lakeview Elementary School pursuant to a Use Agreement with the Little Lake City School District ("LLCSD") attached hereto as Exhibit "B" and sometimes referred to herein as Extended Day Services Program; and

**WHEREAS**, the City and Options for Learning wish to enter into an agreement to allow Options for Learning to use the premises at Lakeview Elementary School to operate the Extended Day Services Program.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### **SECTION 1. INCORPORATION OF RECITALS**

All of the recitals are incorporated herein by this reference.

### **SECTION 2. PREMISES USE**

The City currently operates the Extended Day Services Program at Lakeview Elementary School pursuant to a Use Agreement ("Use Agreement") with LLCSD at the property located at 11500 Joslin Street, Santa Fe Springs, CA 90670 ("Property") with the location used by City ("Premises" and/or "Lakeview Elementary Child Care Center") and more particularly identified in Exhibit "A". In accordance with Section 12 of the Use Agreement, City hereby authorizes Options for Learning to utilize the Premises subject to the terms and conditions of the Use Agreement attached hereto as Exhibit "B" and the terms and conditions set forth in this Agreement.

### **SECTION 3. TERM**

- A. Term. The Term of this Agreement shall be for a period of three (3) years ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2021. Upon mutual agreement by City and Options for Learning, this Agreement may be extended for an additional three (3) years term ("Extension") only as authorized in Exhibit B. Notwithstanding the foregoing, the Initial Term and Extension are subject to the termination provisions set forth in Sections 15, 18 and 19 of this Agreement and the Use Agreement.
- B. Holdover. In the event Options for Learning continues in possession of the Premises following a termination authorized by this Agreement or after the expiration of the Term, such possession will not be considered a renewal.

#### **SECTION 4. MONTHLY RENT**

Commencing July 1, 2018, the rent ("Rent") payable by Options for Learning for the Premises under this Agreement shall be the sum of one hundred dollars (\$100.00) per month for the Initial Term. In the event City and Options for Learning agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at City's discretion based upon a review of the monthly rent and the amount charged by Options for Learning to families that participate in the Child Care Program. All rent shall be due and payable, in advance, to City on or before the 10th day of every month of the Term. In addition, except as otherwise provided in this Agreement, Options for Learning shall provide and pay for all maintenance, repairs, upkeep, and utilities in accordance with Section 8 entitled "Condition of Premises; Maintenance and Repair" and Section 12 entitled "Utilities".

#### **SECTION 5. LATE PAYMENT**

The failure of Options for Learning to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Options for Learning agrees to pay City a ten percent (10%) late charge.

#### **SECTION 6. USE AND LIMITATIONS ON USE**

A. Limitation on Use of Premises. Options for Learning's rights to use the Premises will be subject to the following restrictions on use, as follows:

1. The Premises shall only be used by Options for Learning for the Childcare Program from the hours of 6:30 a.m. to 7:30 p.m. Monday through Friday year round. Notwithstanding the foregoing, Options for Learning may utilize the Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by City and LLCSD.
2. Options for Learning shall not sublease any portion of the Premises to any other party, and the Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of City.
3. No modifications will be made to any fixtures to the Premises without first obtaining the prior written consent of the City and LLCSD.
4. All parking spaces are reserved for Lakeview Elementary School faculty and staff. Options for Learning staff and employees shall not park vehicles in the Lakeview Elementary School parking lot.
5. Options for Learning shall maintain all required federal, state and local licenses required for the operation of the Extended Day Services Program and shall ensure that all adults working or interacting with children in any manner are Live Scanned and completed all federal, state and local background checks.

B. Use of Premises. Options for Learning shall provide affordable child care to residents of the City of Santa Fe Springs and other families of surrounding communities.

#### **SECTION 7. PROHIBITED USES**

Options for Learning will not commit or permit the commission of any acts in the Premises, nor use or permit the use of the Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by City insuring the Premises or its contents so long as City has delivered to Options for Learning a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises; and/or
- C. Constitutes a nuisance under state or local law, or otherwise.

#### **SECTION 8. CONDITION OF PREMISES; MAINTENANCE AND REPAIR**

A. Condition of Premises. The City installed a building ("City Facility") as identified in Exhibit "C" on the Premises for the classroom/interior operation of the Extended School Services Program. Options for Learning accepts the City Facility and exterior of Premises As-Is and is responsible for maintaining the City Facility and exterior immediately surrounding City Facility up to a condition necessary for the use of the Premises pursuant to this Agreement including any federal, state or local laws required for the operation of

the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by City, shall be at City's sole discretion.

B. Maintenance and Repairs. Options for Learning shall, at its sole cost and expense, maintain and repair the facilities, equipment, and fixtures on the City Facility, including, but not limited to providing janitorial services, maintaining all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, the alarm system, HVAC system and any other system and/or equipment required or used in connection with Options for Learning's use under this Agreement. Additionally, Options for Learning shall be responsible to repair any roof leaks on City Facility.

C. Exterior of the Premises. Options for Learning shall be responsible for routine maintenance of the exterior of the Premises.

#### **SECTION 9. ALTERATIONS BY OPTIONS FOR LEARNING**

No structural alteration, addition, or improvement to the Premises will be made by Options for Learning without the written consent of City and Little Lake City School District. Options for Learning must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by City, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Options for Learning after consent has been given, and any fixtures installed as part of the construction, will at City's option become the property of City on the expiration or other earlier termination of this Agreement; provided, however, that City will have the right to require Options for Learning to remove the trade fixtures at Options for Learning's cost on termination of this Agreement.

#### **SECTION 10. MECHANICS' LIENS**

If Options for Learning causes any alterations, additions, or improvements to be made to the Premises, Options for Learning agrees to keep the Premises free of liens for both labor and materials. If a lien is placed on the Premises in connection with any construction, repair, or replacement work that Options for Learning may or must cause to be performed under this Agreement, which results in a final judgment, City may pay the amount of that judgment. Options for Learning must reimburse City for the full amount paid within thirty (30) days after that amount is paid by City; otherwise Options for Learning will be in default of this Agreement.

#### **SECTION 11. INSPECTION BY CITY &/OR LLSCD**

Options for Learning will permit City and/or the LLCSD's agents, or representatives to enter the Premises at any time for inspection.

#### **SECTION 12. UTILITIES**

Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

#### **SECTION 13. INSURANCE**

A. Minimum Scope and Limits of Insurance. Options for Learning shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
3. Workers' compensation insurance as required by the State of California. Options for Learning agrees to waive, and to obtain endorsements from its workers' compensation insurer

waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Options for Learning for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

B. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

1. Additional insureds: "The City of Santa Fe Springs and LLCSD and their elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Options for Learning pursuant to its contract with the City; products and completed operations of Options for Learning; premises owned, occupied or used by the Options for Learning; automobiles owned, leased, hired, or borrowed by Options for Learning."

2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

3. Other insurance: "Options for Learning's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs and/or LLCSD along with their officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs and/or LLCSD shall be excess and not contributing with the insurance provided by this policy."

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.

5. Options for Learning's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

D. Certificates of Insurance. Options for Learning shall provide to City and LLCSD certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

E. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Options for Learning may be held responsible for payments of damages to persons or property.

#### **SECTION 14. INDEMNIFICATION**

A. City shall not be liable to Options for Learning, and Options for Learning hereby waives all claims against City and/or LLCSD, for any injury or damage to any person or property in or about the Premises, City Facility or any part of the Property by or from any cause whatsoever.

B. Options for Learning shall indemnify and hold City harmless from, and defend City against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises or any part of it, and occurring in, on, or about any common areas of the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Options for Learning, its agents, servants, employees, or invitees.

C. Options for Learning shall indemnify and hold LLCSD harmless from, and defend LLCSD against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises or any part of it, and occurring in, on, or about any common areas of the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Options for Learning, its agents, servants, employees, or invitees.

#### **SECTION 15. DESTRUCTION OF PREMISES**

If the Premises of which it is a part is damaged or destroyed by any cause not the fault of Options for Learning, City in its sole discretion may choose to repair it at City's sole cost and expense, and the rent

payable under this Agreement shall be abated for the time and to the extent Options for Learning is prevented from occupying the Premises.

#### **SECTION 16. ASSIGNMENT AND SUBLETTING**

Options for Learning shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises without first obtaining the express written consent of City. Furthermore, Options for Learning shall not sublet the Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Premises or any part of it without the prior written consent of City. Any encumbrance, assignment, transfer, or subletting without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of City, terminate this Agreement.

#### **SECTION 17. ACTS CONSTITUTING BREACH BY OPTIONS FOR LEARNING**

The following shall constitute a default under and a breach of this Agreement by Options for Learning:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Premises has been given by City to Options for Learning.
- B. A failure to perform any provision, covenant, or condition of this Agreement or the Use Agreement, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by City to Options for Learning; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.

#### **SECTION 18. CITY'S REMEDIES**

If Options for Learning breaches or is in default under this Agreement and such breach or default continues beyond all applicable notice and cure periods, City, in addition to any other remedies given City by law or equity, may:

- A. Continue this Agreement in effect by not terminating Options for Learning's right to possession of the Premises and thereby be entitled to enforce all City's rights and remedies under this Agreement including the right to recover the rent specified in this Agreement as it becomes due under this Agreement; or
- B. Terminate this Agreement and all rights of Options for Learning under the Agreement and recover from Options for Learning:
  - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Agreement;
  - 2. Any other amount necessary to compensate City for all detriment proximately caused by Options for Learning's failure to perform Options for Learning's obligations under this Agreement;

#### **SECTION 19. TERMINATION**

Either party may terminate this Agreement, with or without cause, by providing the other party written notice of termination at least ninety (90) days prior to end of the school year. Additionally, this Agreement shall be subject to termination, effective on August 31 in any year of the initial term or successive term of this Agreement, if LLCSD's Governing Board determines that the Property is needed by LLCSD. Such a determination by LLCSD Governing Board shall not be subject to challenge by the City or Options for Learning.

In the event of default of any material term of this Agreement, the non-defaulting party may terminate this Agreement by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

#### **SECTION 20. WAIVER OF BREACH**

The waiver by either party of any breach by the other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Agreement.

## **SECTION 21. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

CITY  
City of Santa Fe Springs  
11610 Telegraph Road  
Santa Fe Springs, CA 90670

OPTIONS FOR LEARNING  
Options For Learning  
885 S. Village Oaks Dr., Ste. 21  
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

## **SECTION 22. ATTORNEY'S FEES**

If any litigation is commenced between the parties to this Agreement concerning the Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

## **SECTION 23. BINDING ON HEIRS AND SUCCESSORS**

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Options for Learning.

## **SECTION 24. AGREEMENT**

This Agreement between City and Options for Learning respecting the Premises or the leasing of the Premises to Options for Learning and the Use Agreement attached hereto as Exhibit "B" correctly sets forth the obligations of City and Options for Learning to each other as of its date. Any agreements or representations respecting the Premises or their leasing by City to Options for Learning not expressly set forth in these instruments are null and void. Additionally, any inconsistency between this Agreement and the Use Agreement shall be interpreted in favor of the Use Agreement.

## **SECTION 25. TAXES AND ASSESSMENTS**

This Agreement may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Options for Learning, and Options for Learning will cause said taxes and assessments to be paid promptly.

## **SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Options for Learning abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises thirty (30) days after such event will be deemed to have been transferred to City. City will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

## **SECTION 27. AUTHORITY OF CITY AND OPTIONS FOR LEARNING**

Each individual executing this Agreement on behalf of City represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of City, in accordance with all governing laws,



rules, regulations and bylaws, and that this Agreement is binding upon City. Each individual executing this Agreement on behalf of Options for Learning represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Options for Learning, in accordance with all governing laws, rules, regulations and by-laws, and that this Agreement is binding upon Options for Learning.

#### **SECTION 28. PUBLIC RECORDS**

Any and all written or electronic information, document or record submitted to or obtained by City from Options for Learning or any other person or entity having to do with or related to this Agreement or the Premises, either pursuant to this Agreement or otherwise, at the option of City, may be treated as a public record which will be made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Options for Learning hereby waives, for itself, its agents, employees, and any person claiming by through or under Options for Learning, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

#### **SECTION 29. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of City and Options for Learning, and it is expressly understood and agreed that City is not, and will not in any way or for any purpose become, a partner of Options for Learning in the conduct of Options for Learning's business. Additionally, Options for Learning understands and agrees that Options for Learning is not a partner of the LLCSD in the conduct of either entities business. This Agreement and any related documents will under no circumstances constitute a joint venture or partnership between City and Options for Learning and/or Options for Learning and LLCSD. The provisions of this Agreement and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

#### **SECTION 30. THIRD PARTY BENEFICIARY**

This Agreement is between the City and Options for Learning. However, the LLCSD shall have the rights or causes of action against Options for Learning pursuant to Sections 6, 7(D), 11, 13, 14(B), 15, 16, and 30 of this Agreement.

#### **SECTION 31. COOPERATION BETWEEN PARTIES**


Options for Learning and City will cooperate with City each other in all respects, in accordance with this Agreement. Furthermore, if at some later date City desires to encumber the Property for any reason, in City's sole discretion, will cooperate with City in whatever manner is reasonably required to help accomplish the encumbrance. City shall provide written notice to the Options for Learning at least sixty (60) days prior to the encumbrance.

EXECUTED on June 6, 2018 at Covina, Los Angeles County, California.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF SANTA FE SPRINGS**

  
\_\_\_\_\_  
Jay Sarno, Mayor

  
\_\_\_\_\_  
Cliff Marcussen, Options for Learning

ATTEST:  
  
\_\_\_\_\_  
Janet Martinez, City Clerk



APPROVED AS TO FORM:



Yolanda M. Summerhill, City Attorney

**EXHIBIT A**

**SITE PLAN OF CITY FACILITY**

**AND**

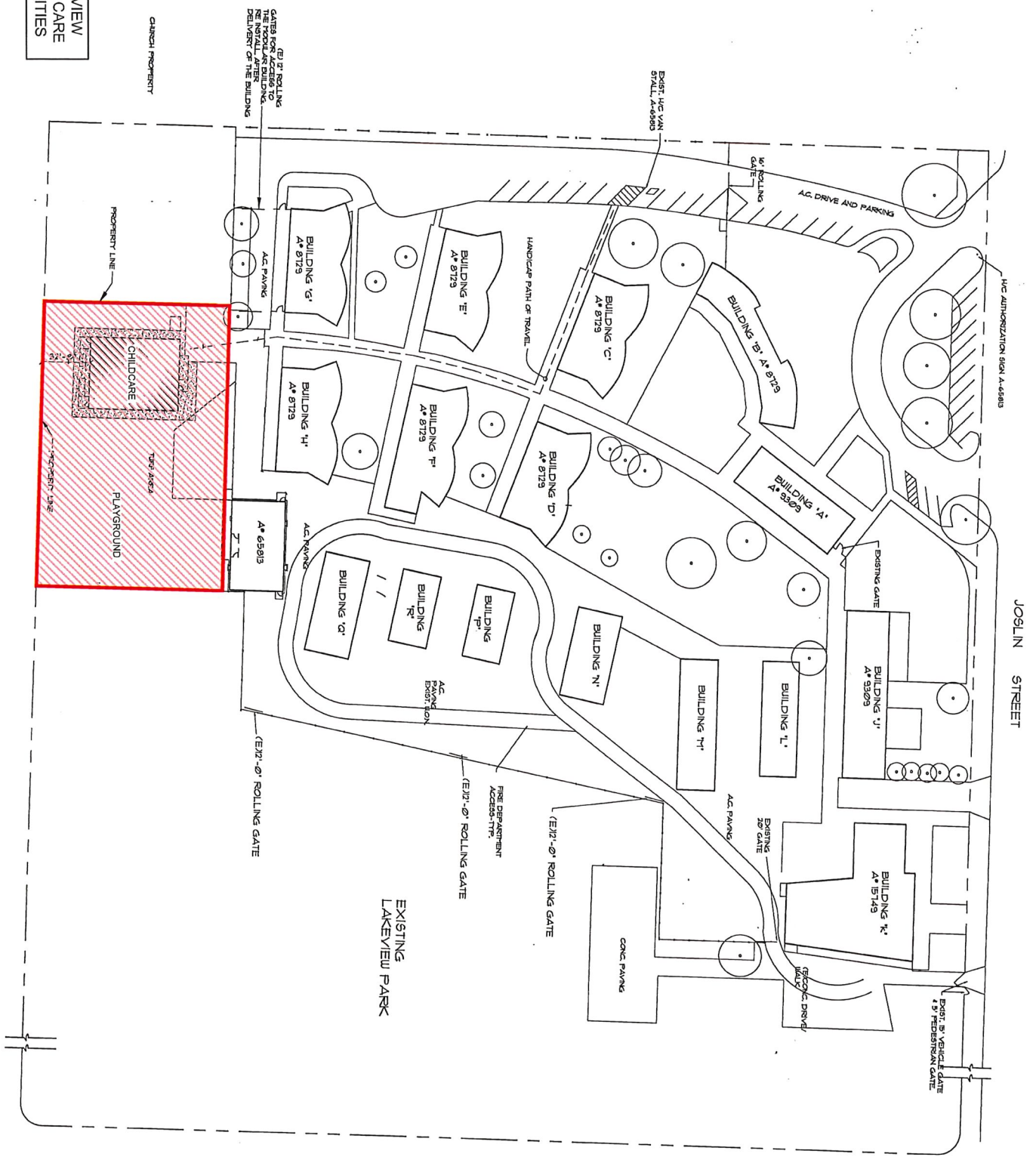
**EXTERIOR EXTENDED DAY SERVICES PROGRAM USABLE AREA**

**LAKEVIEW  
CHILD CARE  
FACILITIES**

**LEGEND**  
 LEASE AREA

**SITE PLAN**

SCALE 1" = 30'-0"



**EXHIBIT B**

**USE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS  
AND  
LLCSD**

## **AGREEMENT**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of May 2018, by and between the LITTLE LAKE CITY SCHOOL DISTRICT (hereinafter referred to as "LLCSD") and the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter referred to as "City").

## **WITNESSETH**

WHEREAS, Section 40045 of the Education Code of the State of California authorizes school districts to allow the use of school buildings, facilities, grounds, and equipment for child care or day care programs established in cooperation with any city to provide supervision and activities for children of preschool and elementary school age, together with such supervisory, consultant, custodial, clerical, or other services as the school district deems advisable with respect to the need of such program and the service to the community; and

WHEREAS, in 1997, the City and District entered into an agreement ("Original Use Agreement") attached hereto as Exhibit "A" to allow the City to operate a before/after school child care program for school aged children attending Lakeview Elementary School ("Extended Day Services Program") which has successfully operated over the past twenty (20) years; and

WHEREAS, during that time, the City installed a building for the interior operation of the Extended Day Services Program hereinafter referred to as "City Facility" as identified in Exhibit "B"; and

WHEREAS, the continued assistance of LLCSD to allow for the operation of the Extended Day Services Program for school aged children has been requested by the City; and

WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible public use; and

WHEREAS, the City Council of the City of Santa Fe Springs is fully aware of the need for a program of extended day services for school aged children in the said area and has determined that the public interest will continue to be served by participation of the City in the operation of such a program.

NOW THEREFORE, the City and LLCSD hereby mutually covenant and agree with each other as follows:

1. LLCSD hereby grants City the right to operate and maintain City Facility and surrounding exterior area described in Exhibit "C" (the areas described in Exhibits B and C are collectively referred to as "Property") for the Extended Day Services Program at Lakeview Elementary School.

2. LLCSD shall allow connection to existing water, sewer, telephone, fire alarm system and other utilities as needed to operate the Extended Day Services Program at no expense to LLCSD. The City agrees to reimburse LLCSD for the cost of utilities associated with the operation of the Extended Day Services Program

3. LLCSD hereby grants permission to the City to enter upon the Property to install such additional improvements as may be mutually agreed upon and approved in writing by the City Manager of the City and the Superintendent of LLCSD. The City hereby appoints its City Manager, and LLCSD hereby appoints its Superintendent, as their respective agents for the purpose of such approvals and for other administrative approvals and decisions required to reasonably implement this Agreement. The Superintendent and the City Manager are hereby authorized and directed by the respective parties hereto to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement, which shall be consistent with the above stated purposes.

4. Notwithstanding Provision 3 above, prior to any structural changes being made to the Property pursuant to this Agreement, LLCSD's Governing Board approval must be first obtained.

5. All facilities located upon the Property described above except City Facility, whether owned by the City or LLCSD or others, which are suitable for public use, shall be made available to the public as such times as the use will not interfere with the use of LLCSD's buildings, grounds, or equipment for school purposes or interfere with the regular conduct of school work.

6. City agrees to maintain, at its own expense, City Facility and the exterior immediately surrounding City Facility. Additionally, the City shall regularly inspect and repair as necessary all improvements and facilities previously renovated or owned by the City. The City shall be responsible for the repair of any damage which may be caused by the public during public use of the facilities and grounds, whether owned by the City or by LLCSD.

7. The City shall hold LLCSD, its Governing Board, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the City.

8. LLCSD shall hold the City, its City Council, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by LLCSD.

9. The initial term of this Agreement shall continue for three (3) years from the date this Agreement has received approval from both LLCSD Governing Board and the City Council. The term of this Agreement may extend for an additional three (3) year term, unless either party provides at least ninety (90) days written notice of termination to the other party prior to the end of the school year.

10. Notwithstanding Provision 9 above, this Agreement shall be subject to

termination, effective on August 31 in any year of the initial term or successive term of this Agreement, if LLCSD's Governing Board determines that the land space subject to this Agreement is needed by LLCSD. Such a determination by LLCSD Governing Board shall not be subject to challenge by the City. Termination pursuant to this provision shall be preceded by at least ninety (90) days prior to the end of the school year advanced written notice by LLCSD to the City. If LLCSD shall terminate pursuant to this provision, then LLCSD shall negotiate in good faith with the City for the purpose of determining if other facilities are available to be used by the City for the purposes set forth in this Agreement.

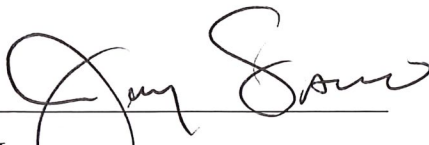
11. Upon the termination or expiration of this Agreement, the City shall have one hundred twenty (120) days within which to remove any structure, equipment, or accessory owned, installed, or erected by it pursuant to the terms and provision of this Agreement, provided that upon removal of any such structure, equipment, or accessory, the City shall leave the real property in approximately the same condition as it was at the time the structure, equipment, or accessory was initially installed. The City shall not be required to remove any such structure, equipment, or accessory, unless it so elects, but unless the same is removed within one hundred twenty (120) after the termination or expiration of this Agreement, the title thereto shall vest in LLCSD and the City shall have no further right thereto.

12. This Agreement shall be binding on the assigns, transferees, and successors in interest of the City and LLCSD, whether said successor in interest is a unified school district, or other political entity, nonprofit entity or otherwise. The City may assign its rights under this Agreement to a non-profit entity to operate the Extended Day Services Program subject to the Superintendent's approval.

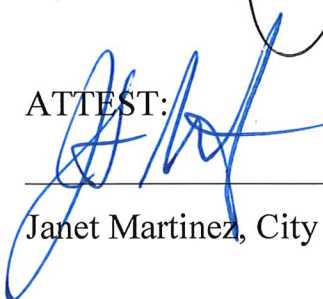


IN WITNESS WHEREOF, the parties have hereunto affixed their names by their officers thereunto duly authorized.

CITY OF SANTA FE SPRINGS

  
\_\_\_\_\_  
Jay Sarno, Mayor

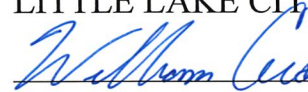
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Yolanda M. Summerhill, City Attorney

LITTLE LAKE CITY SCHOOL DISTRICT

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_ Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_

**EXHIBIT A**

**1997 JOINT USE AGREEMENT**  
**BETWEEN**  
**THE CITY OF SANTA FE SPRINGS**  
**AND**  
**THE LITTLE LAKE CITY SCHOOL DISTRICT**

COPY

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of June, 1997, by and between the LITTLE LAKE SCHOOL DISTRICT OF LOS ANGELES COUNTY (hereinafter referred to as "District") and the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Section 40045 of the Education Code of the State of California authorizes school districts to allow the use of school buildings, facilities, grounds, and equipment for child care or day care programs established in cooperation with any city to provide supervision and activities for children of preschool and elementary school age, together with such supervisory, consultant, custodial, clerical, or other services as the school district deems advisable with respect to the need of such program and the service to the community; and

WHEREAS, the City wishes to conduct an Extended Day Services Program for school aged children; and

WHEREAS, the assistance of the District for the provision of an Extended Day Services Program for school aged children in the said area has been requested by the City; and

WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible public use; and

WHEREAS, the City Council of the City of Santa Fe Springs is fully aware of the need for a program of extended day services for school aged children in the said area and has determined that the public interest will be served by participation of the City in the operation of such a program.

NOW, THEREFORE, the City and the District hereby mutually covenant and agree with each other as follows:

1. The District will make available ground space for City to install DSA approved portable modulars for the City's Extended Day Care Services Program at Lakeview Elementary School. The District will allow connection to existing water, sewer, telephone, fire alarm system and other utilities as needed to operate Program at no expense to the District. The City agrees to reimburse the District for the cost of utilities associated with the operation of the program.

2. District will make available to City the use of designated staff restrooms and designated children restrooms in Lakeview School. City will maintain restrooms assigned to Program and said maintenance will be on a daily basis, Monday thru Friday, after closing each day.

3. The District hereby grants permission to the City to enter upon this location to install such additional improvements as may be mutually agreed upon and approved in writing by the City Manager of the City and the Superintendent of the District. The City hereby appoints its City Manager, and the Districts hereby appoints its Superintendent, as their respective agents for the purpose of such approvals and for other administrative approvals and decisions required to reasonably implement this Agreement. The Superintendent and the City

Manager are hereby authorized and directed by the respective parties hereto to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement, which shall be consistent with the above stated purposes.

4. Notwithstanding Provision 3 above, prior to any structural changes being made to any District facility pursuant to this Agreement, the District's Governing Board approval must be first obtained.

5. All facilities located upon the site described above, whether owned by the City or the District or others, which are suitable for public use, shall be made available to the public as such times as the use will not interfere with the use of the District's buildings, grounds, or equipment for school purposes or interfere with the regular conduct of school work.

6. The City shall regularly inspect and repair as necessary all improvements and facilities previously renovated or owned by the City. The City shall be responsible for the repair of any damage which may be caused by the public during public use of the facilities and grounds, whether owned by the City or by the District.

7. The City shall hold the District, its Governing Board, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the City.

8. The District shall hold the City, its City Council, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the District.

9. The initial term of this Agreement shall continue for three (3) years from the date this Agreement has received approval from both the District Governing Board and the City Council. The term of this Agreement may then continue for an additional three (3) year term, unless either party provides at least ninety (90) days written notice of termination to the other party prior to the end of the initial three (3) year term.

10. Notwithstanding Provision 9 above, this Agreement shall be subject to termination, effective on August 31 in any year of the initial term or successive term of this Agreement, if the District Governing Board determines that the land space subject to this Agreement is needed by the District. Such a determination by the District Governing Board shall not be subject to challenge by the City. Termination pursuant to this provision shall be preceded by at least ninety (90) days written notice by the District to the City. If the District shall terminate pursuant to this provision, then the District shall negotiate in good faith with the City for the purpose of determining if other facilities are available to be used by the City of the purposes set forth in this Agreement.

11. Upon the termination or expiration of this Agreement, the City shall have one hundred twenty (120) days within which to remove any structure, equipment, or accessory owned, installed, or erected by it pursuant to the terms and provision of this Agreement, provided that upon removal of any such structure, equipment, or accessory, the City shall leave the real property in approximately the same condition as it was at the time the structure, equipment, or accessory was initially installed. The City shall not be required to remove any such structure, equipment, or accessory, unless it so elects, but unless the same is removed within one hundred twenty (120) after the termination or expiration of this Agreement, the title

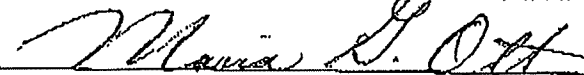
thereto shall vest in the District and the City shall have no further right thereto.

12. This Agreement shall be binding on the assigns, transferees, and successors in interest of the City and the District, whether said successor in interest is a unified school district, or other political entity, or otherwise.

IN WITNESS WHEREOF, the parties have hereunto affixed their names by their officers thereunto duly authorized.

LITTLE LAKE CITY SCHOOL DISTRICT

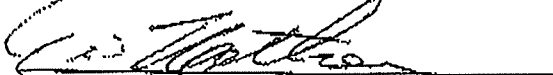
By



Dr. Maria Ott, Superintendent

ATTEST:

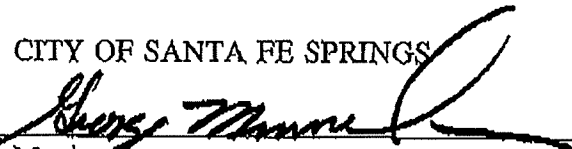
APPROVED AS TO FORM



Legal Counsel

CITY OF SANTA FE SPRINGS

By




Mayor

ATTEST:



APPROVED AS TO FORM:

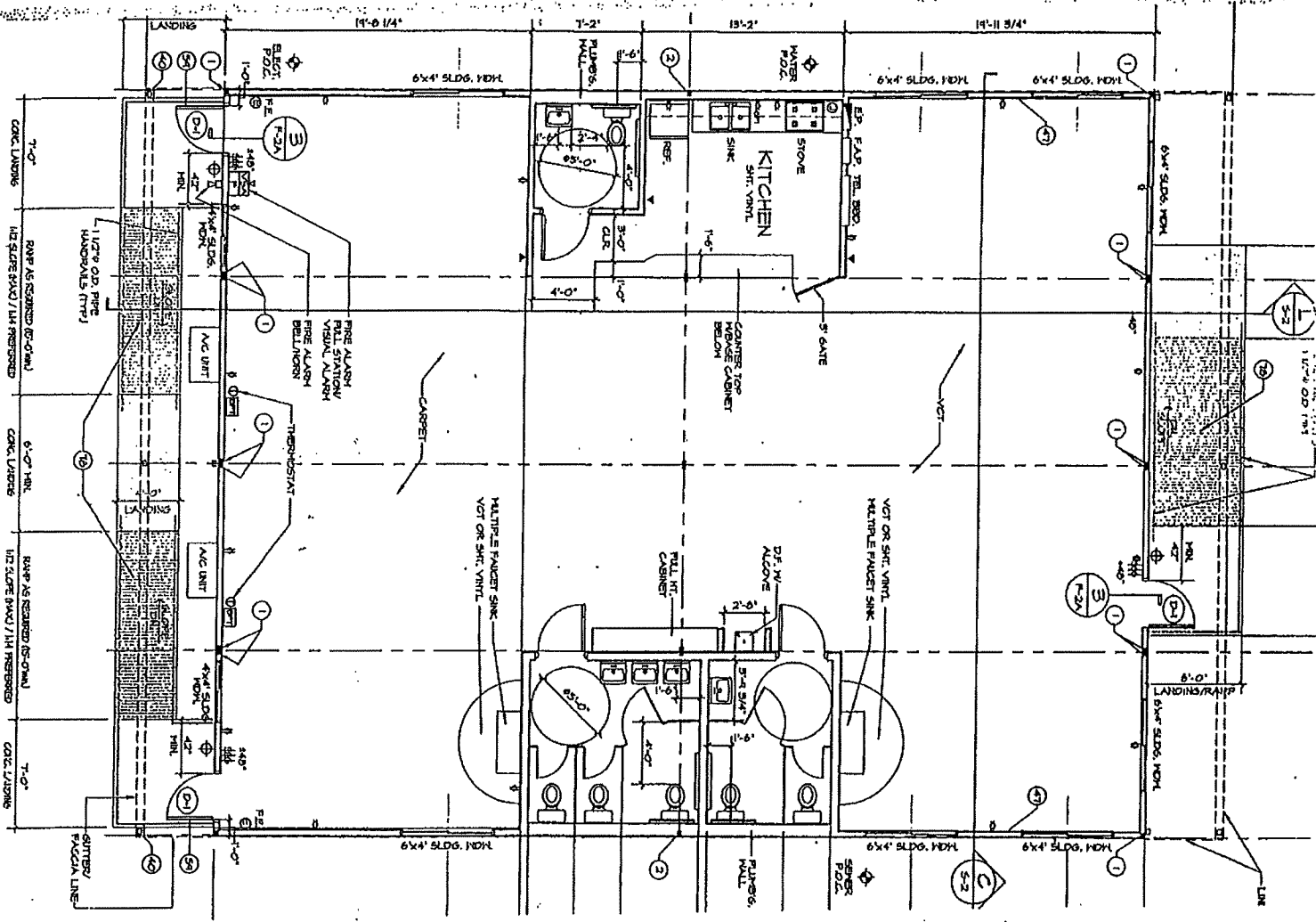


City Attorney

**EXHIBIT B**

**SITE PLAN OF CITY FACILITY**





**EXHIBIT C**  
**SITE PLAN OF CITY FACILITY**  
**AND**  
**EXTERIOR EXTENDED DAY SERVICES PROGRAM USABLE AREA**



**LEASE AGREEMENT**

**BETWEEN**

**THE**

**CITY OF SANTA FE SPRINGS**

**AND**

**OPTIONS FOR LEARNING**

**AT LOS NIETOS CHILD CARE CENTER**

## LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into on this 12<sup>th</sup> day of April, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

### RECITALS

**WHEREAS**, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age program at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

**WHEREAS**, on or about February 22<sup>nd</sup>, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

**WHEREAS**, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool and childcare program will operate.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

### SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Los Nietos Child Care Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease.

### SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for two (2) additional five (5) year terms ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

### SECTION 4. MONTHLY RENT

Commencing July 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of one hundred dollars (\$100.00) per month for the Initial Term. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent and the amount charged by Lessee to families that participate in the Child Care Program. All rent shall be due and payable, in

advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

#### **SECTION 5. LATE PAYMENT**

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

#### **SECTION 6. USE AND LIMITATIONS ON USE**

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are commonly utilized by Lessor for community and other events. Lessor will provide annual calendar of scheduled events to Lessee and will conduct a pre-inspection walkthrough of the Leased Premises prior to each scheduled event. If the Leased Premises sustains damage, stolen or lost items while in the lessor's possession, the lessor shall be responsible for repair or replacement. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

#### **SECTION 7. PROHIBITED USES**

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

#### **SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR**

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all

interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

#### **SECTION 9. ALTERATIONS BY LESSEE**

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

#### **SECTION 10. MECHANICS' LIENS**

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

#### **SECTION 11. INSPECTION BY LESSOR**

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

#### **SECTION 12. UTILITIES**

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

#### **SECTION 13. INSURANCE**

A. Minimum Scope and Limits of Insurance. Lessee shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
3. Workers' compensation insurance as required by the State of California. Options for Learning agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Options for Learning for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.



B. **Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

1. Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Options for Learning pursuant to its contract with the City; products and completed operations of Options for Learning; premises owned, occupied or used by the Options for Learning; automobiles owned, leased, hired, or borrowed by Options for Learning.
  2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
  3. Other insurance: "Options for Learning's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.
  4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
  5. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Lessor. No policy of insurance issued as to which the Lessor is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- D. **Certificates of Insurance.** Lessee shall provide to Lessor certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement.
- E. **Non-Limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Options for Learning may be held responsible for payments of damages to persons or property.

#### **SECTION 14. INDEMNIFICATION**

- A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.
- B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

#### **SECTION 15. DESTRUCTION OF LEASED PREMISES**

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction



or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

#### **SECTION 16. ASSIGNMENT AND SUBLETTING**

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

#### **SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE**

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

#### **SECTION 18. LESSOR'S REMEDIES**

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
  - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
  - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
  - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
  - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
  - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

**SECTION 19. TERMINATION**

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

**SECTION 20. WAIVER OF BREACH**

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

**SECTION 21. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR  
City of Santa Fe Springs  
11610 Telegraph Road  
Santa Fe Springs, CA 90670

LESSEE  
Options For Learning  
885 S. Village Oaks Dr., Ste. 21  
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**SECTION 22. ATTORNEY'S FEES**

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

**SECTION 23. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

**SECTION 24. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

**SECTION 25. TAXES AND ASSESSMENTS**

This Lease may create a possessory interest which is subject to the payment of taxes levied on such

interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

#### **SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

#### **SECTION 27. AUTHORITY OF LESSOR AND LESSEE**

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

#### **SECTION 28. PUBLIC RECORDS**

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

#### **SECTION 30. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

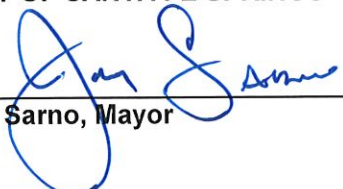
#### **SECTION 31. COOPERATION BETWEEN PARTIES**


Lessee and Lessor will cooperate with Lessor each other in all respects, in accordance with this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumbrment. Lessor shall provide written notice to the Lessee at least sixty (60) days prior to the encumbrment.

EXECUTED on \_\_\_\_\_ at \_\_\_\_\_, Los Angeles County, California.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF SANTA FE SPRINGS**

  
\_\_\_\_\_  
Jay Sarno, Mayor

  
\_\_\_\_\_  
Cliff Marcussen, Options for Learning

ATTEST:



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Janet Martinez, City Clerk

APPROVED AS TO FORM:



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Yolanda M. Summerhill, City Attorney

**EXHIBIT 1**

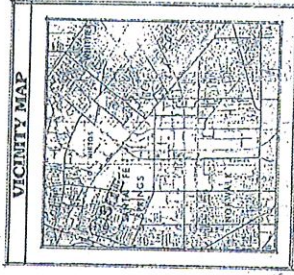
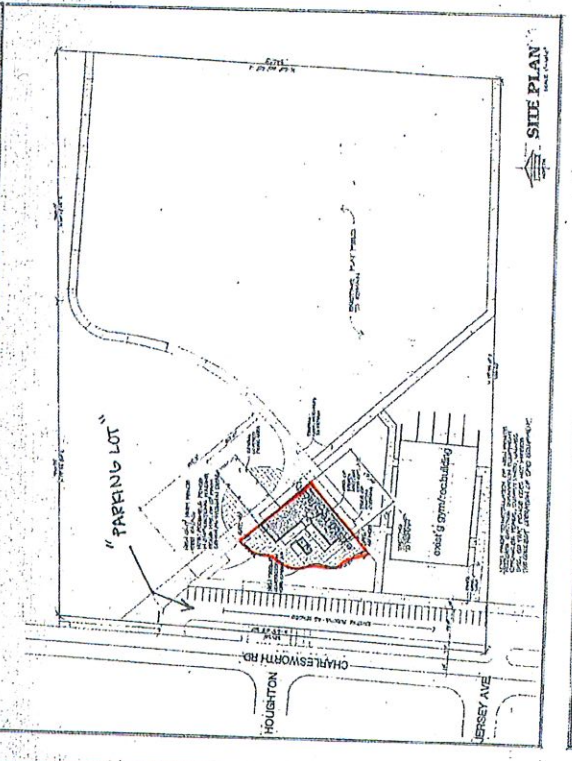
**SITE MAP OF THE LEASED PREMISES**



# LOS ANGELES PARK DAY CARE FACILITY

## 11143 CHARLESWORTH ROAD SANTA FE SPRINGS, CALIFORNIA

### REMODEL OF EXISTING FACILITY



**CONSULTANTS**

**epi**  
Environmental Planning, Inc.  
11143 Charlesworth Road  
Santa Fe Springs, California 90606  
Tel: (714) 941-1111  
Fax: (714) 941-1112

**SHEET INDEX**

NO.	DESCRIPTION
1	GENERAL NOTES
2	ABBREVIATIONS
3	DATA
4	VICINITY MAP
5	CONSULTANTS
6	SHEET INDEX

**GENERAL NOTES**

1. All work shall be in accordance with the latest edition of the California Building Code, and the latest edition of the California Fire Code.
2. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
3. The contractor shall be responsible for obtaining all necessary insurance and bonding.
4. The contractor shall be responsible for maintaining access to all adjacent properties at all times.
5. The contractor shall be responsible for protecting all existing utilities and structures.
6. The contractor shall be responsible for maintaining the site in a safe and sanitary condition at all times.
7. The contractor shall be responsible for maintaining the site in accordance with all applicable laws and regulations.
8. The contractor shall be responsible for maintaining the site in accordance with all applicable standards and specifications.
9. The contractor shall be responsible for maintaining the site in accordance with all applicable codes and ordinances.
10. The contractor shall be responsible for maintaining the site in accordance with all applicable rules and regulations.

**ABBREVIATIONS**

SYMBOL	DESCRIPTION
1	EXISTING
2	NEW
3	DEMOLITION
4	PROPOSED
5	AS SHOWN
6	TO BE
7	BY
8	ON
9	AT
10	IN
11	OF
12	AND
13	OR
14	BUT
15	YET
16	NEVER
17	EVER
18	SOMETIMES
19	USUALLY
20	ORDINARILY
21	COMMONLY
22	USUALLY
23	ORDINARILY
24	COMMONLY
25	USUALLY
26	ORDINARILY
27	COMMONLY
28	USUALLY
29	ORDINARILY
30	COMMONLY



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

April 6, 2021

## NEW BUSINESS

Resolution No. 9709 – Request for Parking Restrictions during Certain Hours on Altamar Place West of Dice Road

### **RECOMMENDATION**

- Approve Resolution No. 9709 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. be implemented on both sides of Altamar Place from Dice Road to the westerly terminus along with a tow-away provision for violators.

### **BACKGROUND**

The Traffic Commission at their meeting of March 18, 2021, reviewed the attached report for implementing parking restrictions during certain hours on Altamar Place west of Dice Road. The Commission voted 4 to 0 to recommend to the City Council for consideration and approval of the proposed parking restriction.

Staff recommends implementation of the requested parking restriction that has been requested by the Police Services Center to deal with long-term motorhome parking issues.

Raymond R. Cruz  
City Manager

### **Attachments:**

Attachment No. 1: Resolution No. 9709

Attachment No. 2: Traffic Commission Report – March 18, 2021

Report Submitted By:

Noe Negrete  
Director of Public Works

Date of Report: April 1, 2021

**RESOLUTION NO. 9709**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,  
CALIFORNIA PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS  
DURING CERTAIN HOURS**

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 9:00 pm to 6:00 am:

Both sides of Altamar Place from Dice Road to the westerly terminus of Altamar Place.

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 6<sup>th</sup> day of April 2021.

\_\_\_\_\_  
John M. Mora, Mayor

ATTEST:

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





# ***City of Santa Fe Springs***

***Traffic Commission Meeting***

***March 18, 2021***

## **TRAFFIC ENGINEER'S REPORT**

**Request for Parking Restriction on Altamar Place West of Dice Road**

### **RECOMMENDATION**

That the Commission recommend to the City Council that a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. be implemented on both sides of Altamar Place from Dice Road to the westerly terminus along with a tow-away provision for violators.

### **BACKGROUND**

The Police Services Center received a request to investigate the placing of an overnight parking restriction on Altamar Place west of Dice Road. The Police Services Center has been dealing with a large motorhome/homeless problem and all of the associated problems (trespassing, vandalism, destruction of landscaping, etc.) that are caused by the motorhomes and homeless on this street. They feel that the removal of the motorhomes will also cause the homeless to vacate this area. It was decided that a parking restriction during the hours of 9:00 p.m. to 6:00 a.m. along with a provision for the towing of vehicles that violate the restriction would assist in solving the problem.

Altamar Place is an industrial cul-de-sac street with a curb-to-curb width of 48 feet and runs in an east/west direction west Dice Road for a distance of 580 feet or .11 miles. The street is unstriped and is one lane in each direction. Parking is generally permitted on both sides of Altamar Place but there are few areas where parking is prohibited next to driveways. Altamar Place is flat and has a straight alignment. The ADT for Altamar Place is estimated to be about 500 vehicles per day. The intersection of Altamar Place and Dice Road is controlled by a Stop sign for eastbound Altamar Place traffic. The abutting development along Dice Road is light industrial-type development.

After a review of the situation along Altamar Place, staff recommends that the Traffic Commission concur with the request for a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on both sides of Altamar Place from Dice Road to the westerly terminus along with a tow-away provision for violators.

Noe Negrete  
Director of Public Works

### **Attachments:**

Attachment No. 1: Location Map

Report Submitted By: Noe Negrete  
Director of Public Works

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

Date of Report: March 15, 2021



## LOCATION MAP

ALTAMAR PLACE WEST OF DICE ROAD



## NEW BUSINESS

### On-Call Professional Engineering Services – Award of Contract

#### **RECOMMENDATION**

- Accept the proposals; and
- Award a contract to each of the twenty-one engineering consulting firms listed below for the On-Call Professional Engineering Services for various capital improvement projects.

#### **BACKGROUND**

The City Council authorized the advertisement for the On-Call Professional Engineering Services Request for Proposals (RFP) on December 10, 2020. The proposed term for the Professional Services Agreement will be four (4) years.

The Public Works Engineering staff solicited the Request for Proposals (RFP) from qualified Engineering firms (Consultant) to provide On-Call Professional Engineering Services for various disciplines including civil engineering, structural engineering, mechanical engineering, water engineering (hydraulic and water process engineering), electrical and controls engineering, architectural design, landscape design, traffic engineering, staff augmentation, construction management, surveying and mapping, and geotechnical design. A single consultant was not expected to be able to provide all the services and disciplines previously mentioned. The consultants interested in one or more services/disciplines were encouraged to submit a proposal.

The selected Consultants will provide a broad range of professional engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote for each specific project.

On January 26, 2021, a total of thirty-five (35) proposals were received. A three-member evaluation team consisting of three engineers reviewed each proposal based on project-specific criteria, such as the firm's and project manager's experience with similar projects, project team qualifications, understanding of the work to be done, and firm's relevant project references, etc.

The evaluation team consisted of Noe Negrete (Director of Public Works), Robert Garcia (Capital Improvement Projects Manager), and Leonard Lui (Assistant Civil Engineer). Upon evaluating the proposals, the evaluation team recommends awarding contracts to twenty-one consulting firms due to each of the firms scoring well above average and each having a specialized strength in a specific engineering discipline. The On-Call Professional Services will be provided on an as-needed basis through a Request for Quote for each specific project.

The recommended Engineering Consulting Firms are as follows:

1. CNC Engineering, Inc.
2. Psomas
3. ABSG Consulting, Inc.
4. BKF Engineers
5. Dudek
6. Black O'Dowd and Associates, Inc.
7. NUVIS Landscape Architecture
8. RJM Design Group, Inc.
9. RMA International Landscape Architecture
10. Minagar & associates, Inc.
11. Coast Surveying, Inc.
12. GMU Geotechnical, Inc.
13. Civiltec Engineering, Inc.
14. Coory Engineering
15. D R Consultants & Designers, Inc.
16. JMDiaz, Inc.
17. NV5, Inc.
18. Onward Engineering
19. Prescience Corporation
20. Southstar Engineering & Consulting, Inc.
21. Transtech Engineers, Inc.

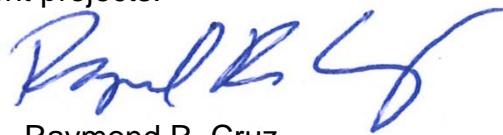
Attached is a summary of the evaluation teams' rankings of the proposals. As shown, twenty-one of the thirty-five engineering firms secured above-average scores. The proposals submitted to the City and the evaluation score sheets are on file with the Public Works Department.

#### **LEGAL REVIEW**

The City Attorney's office has reviewed the sample contract agreement that will be provided to each on-call professional engineering firm.

#### **FISCAL IMPACT**

Funding for On-Call Professional Engineering services is included in the approved Public Works Department budget, CIP Fund, Bond Funds, Water CIP fund, and state and local funding for capital improvement projects.



Raymond R. Cruz  
City Manager

#### **Attachments:**

Attachment No. 1: Evaluation of Firm Proposals

Attachment No. 2: Sample Professional Services Agreement



**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS				1	2	3	4					
A. Civil Engineering	CNC Engineering			Psomas			BKF Engineers			HR Green Pacific, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	14	11	14	15	14	14	15	13	14	15	12
Project Manager	15	15	16	16	17	17	16	17	18	17	12	15
Project Team	16	15	16	18	18	16	16	15	18	17	10	15
Project Understanding and Approach	18	15	15	18	15	16	17	18	17	17	15	14
Past Experience and References	9	7	9	9	7	9	10	10	8	9	8	7
Pricing	12	6	12	12	6	12	12	6	12	10	6	10
Subtotal Scores:	83	72	79	87	78	84	85	81	86	84	66	73
Average Score, Written Prop.:	78			83			84			74		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	90
2. Coory Engineering	88
3. JMDiaz, Inc.	88
4. Prescience Corporation	85
5. BKF Engineers	84
6. NV5 Inc.	84
7. Psomas	83
8. Civiltec Engineering, Inc.	81
9. CNC Engineering	79
10. Transtech Engineering, Inc.	78
11. Tait & Associates	78
12. D R Consultants & Designers, Inc.	77
13. HR Green Pacific, Inc.	74
14. CSG Consultants	74
15. Quantum Consulting, Inc	73
16. Nuvis	73
17. Hohbach-Lewin, Inc	71
18. W.G. Zimmerman Engineering, Inc.	70
19. SVA Architects, Inc.	68
20. KOA	64
21. PacRim Engineering	61

SCORING RANGES		
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)



**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	5			6			7			8		
A. Civil Engineering	Onward Engineering			Transtech Engineering, Inc.			Civiltex Engineering, Inc.			Coory Engineering		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	11	14	12	14	11	15	14	14	12	15	14
Project Manager	18	18	18	17	16	15	19	15	16	18	18	19
Project Team	17	20	18	17	15	15	18	15	15	17	18	17
Project Understanding and Approach	18	18	19	17	18	16	18	16	15	17	15	18
Past Experience and References	9	10	10	7	3	7	9	6	8	9	10	10
Pricing	14	10	15	12	10	11	11	8	12	13	10	13
<b>Subtotal Scores:</b>	<b>90</b>	<b>87</b>	<b>94</b>	<b>82</b>	<b>76</b>	<b>75</b>	<b>90</b>	<b>74</b>	<b>80</b>	<b>86</b>	<b>86</b>	<b>91</b>
<b>Average Score, Written Prop.:</b>	<b>90</b>			<b>78</b>			<b>81</b>			<b>88</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	90
2. Coory Engineering	88
3. JMDiaz, Inc.	88
4. Prescience Corporation	85
5. BKF Engineers	84
6. NV5 Inc.	84
7. Psomas	83
8. Civiltex Engineering, Inc.	81
9. CNC Engineering	79
10. Transtech Engineering, Inc.	78
11. Tait & Associates	78
12. D R Consultants & Designers, Inc.	77
13. HR Green Pacific, Inc.	74
14. CSG Consultants	74
15. Quantum Consulting, Inc	73
16. Nuvis	73
17. Hohbach-Lewin, Inc	71
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"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	9			10			11			12		
A. Civil Engineering	D R Consultants & Designers, Inc.			Hohbach-Lewin, Inc.			JMDiaz, Inc.			NV5, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	14	14	12	10	11	14	11	14	13	15	12
Project Manager	16	14	15	18	12	15	18	20	19	17	15	17
Project Team	16	17	16	15	10	15	18	19	18	17	18	16
Project Understanding and Approach	18	17	16	17	15	16	18	17	18	18	18	17
Past Experience and References	9	7	9	8	3	7	8	7	9	9	8	8
Pricing	6	6	9	10	10	10	13	10	13	12	10	12
<b>Subtotal Scores:</b>	<b>78</b>	<b>75</b>	<b>79</b>	<b>80</b>	<b>60</b>	<b>74</b>	<b>89</b>	<b>84</b>	<b>91</b>	<b>86</b>	<b>84</b>	<b>82</b>
<b>Average Score, Written Prop.:</b>	<b>77</b>			<b>71</b>			<b>88</b>			<b>84</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	90
2. Coory Engineering	88
3. JMDiaz, Inc.	88
4. Prescience Corporation	85
5. BKF Engineers	84
6. NV5 Inc.	84
7. Psomas	83
8. Civiltec Engineering, Inc.	81
9. CNC Engineering	79
10. Transtech Engineering, Inc.	78
11. Tait & Associates	78
12. D R Consultants & Designers, Inc.	77
13. HR Green Pacific, Inc.	74
14. CSG Consultants	74
15. Quantum Consulting, Inc	73
16. Nuvis	73
17. Hohbach-Lewin, Inc	71
18. W.G. Zimmerman Engineering, Inc.	70
19. SVA Architects, Inc.	68
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SCORING RANGES		
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
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**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	13			14			15			16		
A. Civil Engineering	PacRim Engineering			Prescience Corporation			Quantum Consulting, Inc.			SVA Architects, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	10	10	10	15	11	15	12	10	7	13	11	12
Project Manager	10	12	11	15	20	20	15	15	14	15	14	15
Project Team	13	13	12	18	15	18	15	17	15	15	12	15
Project Understanding and Approach	15	14	13	19	16	18	15	14	15	15	15	14
Past Experience and References	7	5	7	10	10	10	8	6	6	6	5	6
Pricing	8	6	7	8	6	11	12	10	12	8	6	7
<b>Subtotal Scores:</b>	<b>63</b>	<b>60</b>	<b>60</b>	<b>85</b>	<b>78</b>	<b>92</b>	<b>77</b>	<b>72</b>	<b>69</b>	<b>72</b>	<b>63</b>	<b>69</b>
<b>Average Score, Written Prop.:</b>	<b>61</b>			<b>85</b>			<b>73</b>			<b>68</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	90
2. Coory Engineering	88
3. JMDiaz, Inc.	88
4. Prescience Corporation	85
5. BKF Engineers	84
6. NV5 Inc.	84
7. Psomas	83
8. Civiltec Engineering, Inc.	81
9. CNC Engineering	79
10. Transtech Engineering, Inc.	78
11. Tait & Associates	78
12. D R Consultants & Designers, Inc.	77
13. HR Green Pacific, Inc.	74
14. CSG Consultants	74
15. Quantum Consulting, Inc	73
16. Nuvis	73
17. Hohbach-Lewin, Inc	71
18. W.G. Zimmerman Engineering, Inc.	70
19. SVA Architects, Inc.	68
20. KOA	64
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SCORING RANGES		
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BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)



**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	17			18			19			20		
A. Civil Engineering	Tait & Associates			W.G. Zimmerman Engineering, Inc.			CSG Consultants			Nuvis		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	15	12	12	11	12	13	12	10	13	13	12
Project Manager	16	14	15	14	16	18	16	13	13	15	14	16
Project Team	17	15	15	12	15	12	16	14	14	15	15	14
Project Understanding and Approach	17	15	14	12	14	13	19	16	14	12	18	14
Past Experience and References	8	8	7	6	6	8	8	7	6	8	7	8
Pricing	12	10	11	10	10	10	10	10	10	10	6	10
<b>Subtotal Scores:</b>	<b>83</b>	<b>77</b>	<b>74</b>	<b>66</b>	<b>72</b>	<b>73</b>	<b>82</b>	<b>72</b>	<b>67</b>	<b>73</b>	<b>73</b>	<b>74</b>
<b>Average Score, Written Prop.:</b>	<b>78</b>			<b>70</b>			<b>74</b>			<b>73</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	90
2. Coory Engineering	88
3. JMDiaz, Inc.	88
4. Prescience Corporation	85
5. BKF Engineers	84
6. NV5 Inc.	84
7. Psomas	83
8. Civiltec Engineering, Inc.	81
9. CNC Engineering	79
10. Transtech Engineering, Inc.	78
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13. HR Green Pacific, Inc.	74
14. CSG Consultants	74
15. Quantum Consulting, Inc	73
16. Nuvis	73
17. Hohbach-Lewin, Inc	71
18. W.G. Zimmerman Engineering, Inc.	70
19. SVA Architects, Inc.	68
20. KOA	64
21. PacRim Engineering	61

SCORING RANGES		
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

21

<b>A. Civil Engineering</b>			
<b>Criteria</b>	<b>KOA Corporation</b>		
	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	11	13	11
Project Manager	13	12	13
Project Team	11	10	14
Project Understanding and Approach	14	16	9
Past Experience and References	9	9	6
Pricing	8	6	6
<b>Subtotal Scores:</b>	<b>66</b>	<b>66</b>	<b>59</b>
<b>Average Score, Written Prop.:</b>	<b>64</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Onward Engineering	90
2. Coory Engineering	88
3. JMDiaz, Inc.	88
4. Prescience Corporation	85
5. BKF Engineers	84
6. NV5 Inc.	84
7. Psomas	83
8. Civiltec Engineering, Inc.	81
9. CNC Engineering	79
10. Transtech Engineering, Inc.	78
11. Tait & Associates	78
12. D R Consultants & Designers, Inc.	77
13. HR Green Pacific, Inc.	74
14. CSG Consultants	74
15. Quantum Consulting, Inc	73
16. Nuvis	73
17. Hohbach-Lewin, Inc	71
18. W.G. Zimmerman Engineering, Inc.	70
19. SVA Architects, Inc.	68
20. KOA	64
21. PacRim Engineering	61

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b>	<b>AVERAGE (71-80)</b>	<b>EXCEPTIONAL (91-100)</b>
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b>	<b>ABOVE AVERAGE (81-90)</b>	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

B. Structural Engineering	ABS Consulting			BKF Engineers			D R Consultants & Designers, Inc.			Hohbach-Lewin, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	12	13	14	15	13	13	14	14	12	10	12
Project Manager	18	16	18	16	13	18	16	14	17	18	14	16
Project Team	18	16	18	16	15	18	16	17	17	15	10	15
Project Understanding and Approach	17	18	18	17	18	17	18	14	18	17	15	16
Past Experience and References	8	7	8	10	5	8	9	0	9	8	5	7
Pricing	6	6	8	12	6	12	6	6	13	10	10	10
Subtotal scores:	81	75	83	85	72	86	78	65	88	80	64	76
Average Score, Written Prop.:	80			81			77			73		

<b>Firms Written Final Rankings by Average Score</b>	
1. JMDiaz, Inc.	88
2. BKF Engineers	81
3. ABS Consulting	80
4. Prescience Corporation	79
5. D R Consultants & Designers, Inc.	77
6. Civiltec Engineering, Inc.	75
7. Hohbach-Lewin, Inc	73
8. SVA Architects, Inc.	68
9. PacRim Engineering	59
10. KOA	56

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	5			6			7			8		
<b>B. Structural Engineering</b>	<b>JMDiaz, Inc.</b>			<b>PacRim Engineering</b>			<b>Prescience Corporation</b>			<b>SVA Architects, Inc.</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	14	11	14	10	10	10	15	11	15	13	11	12
Project Manager	18	20	19	10	12	11	15	15	20	15	14	15
Project Team	18	19	19	13	5	12	18	5	18	15	12	15
Project Understanding and Approach	18	15	18	15	18	13	19	15	18	15	10	14
Past Experience and References	8	7	9	7	3	7	10	6	10	6	8	6
Pricing	13	10	13	8	6	7	8	6	12	8	8	7
<b>Subtotal scores:</b>	<b>89</b>	<b>82</b>	<b>92</b>	<b>63</b>	<b>54</b>	<b>60</b>	<b>85</b>	<b>58</b>	<b>93</b>	<b>72</b>	<b>63</b>	<b>69</b>
<b>Average Score, Written Prop.:</b>	<b>88</b>			<b>59</b>			<b>79</b>			<b>68</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. JMDiaz, Inc.	88
2. BKF Engineers	81
3. ABS Consulting	80
4. Prescience Corporation	79
5. D R Consultants & Designers, Inc.	77
6. Civiltec Engineering, Inc.	75
7. Hohbach-Lewin, Inc	73
8. SVA Architects, Inc.	68
9. PacRim Engineering	59
10. KOA	56

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

9

10

B. Structural Engineering	Civiltec Engineering, Inc.			KOA		
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	15	14	14	12	13	11
Project Manager	19	15	16	16	12	13
Project Team	18	15	15	16	0	14
Project Understanding and Approach	18	0	15	15	0	9
Past Experience and References	9	0	8	0	8	6
Pricing	11	10	12	12	6	6
<b>Subtotal scores:</b>	<b>90</b>	<b>54</b>	<b>80</b>	<b>71</b>	<b>39</b>	<b>59</b>
<b>Average Score, Written Prop.:</b>	<b>75</b>			<b>56</b>		

Firms Written Final Rankings by Average Score	
1. JMDiaz, Inc.	88
2. BKF Engineers	81
3. ABS Consulting	80
4. Prescience Corporation	79
5. D R Consultants & Designers, Inc.	77
6. Civiltec Engineering, Inc.	75
7. Hohbach-Lewin, Inc	73
8. SVA Architects, Inc.	68
9. PacRim Engineering	59
10. KOA	56

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

C. Staff Augmentation	Interwest Consulting Group			HR Green Pacific, Inc.			Onward Engineering			Southstar Engineering		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	12	9	14	15	11	14	11	14	14	11	15
Project Manager	16	17	15	17	12	15	18	18	18	19	17	18
Project Team	17	14	15	17	15	15	17	20	18	19	20	20
Project Understanding and Approach	18	19	15	17	15	14	18	18	19	18	20	18
Past Experience and References	8	9	6	9	9	7	9	10	10	9	8	10
Pricing	12	10	10	10	6	10	14	10	15	6	6	11
Subtotal Scores:	84	81	70	84	72	72	90	87	94	85	82	92
Average Score, Written Prop.:	78			76			90			86		

<b>Firms Written Final Rankings by Average Score</b>	
1. Onward Engineering	90
2. JMDiaz, Inc.	89
3. Southstar Engineering	86
4. NV5 Inc.	85
5. Transtech Engineering, Inc.	79
6. Interwest Consulting Group	78
7. Prescience Corporation	77
8. HR Green Pacific, Inc.	76
9. CSG Consultants	75
10. W.G. Zimmerman Engineering, Inc.	75
11. D R Consultants & Designers, Inc.	73
12. Quantum Consulting, Inc	72
13. PacRim Engineering	59

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	5			6			7			8		
C. Staff Augmentation	Transtech Engineering, Inc.			CSG Consultants			D R Consultants & Designers, Inc.			JMDiaz, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	12	14	11	13	12	10	13	14	14	14	11	14
Project Manager	17	16	15	16	13	13	16	14	15	18	20	19
Project Team	17	15	15	16	16	14	16	17	16	18	20	18
Project Understanding and Approach	17	18	16	19	20	14	18	8	16	18	17	18
Past Experience and References	7	8	7	8	6	6	9	3	9	8	8	9
Pricing	12	10	11	10	8	10	6	6	9	13	10	13
<b>Subtotal Scores:</b>	<b>82</b>	<b>81</b>	<b>75</b>	<b>82</b>	<b>75</b>	<b>67</b>	<b>78</b>	<b>62</b>	<b>79</b>	<b>89</b>	<b>86</b>	<b>91</b>
<b>Average Score, Written Prop.:</b>	<b>79</b>			<b>75</b>			<b>73</b>			<b>89</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	90
2. JMDiaz, Inc.	89
3. Southstar Engineering	86
4. NV5 Inc.	85
5. Transtech Engineering, Inc.	79
6. Interwest Consulting Group	78
7. Prescience Corporation	77
8. HR Green Pacific, Inc.	76
9. CSG Consultants	75
10. W.G. Zimmerman Engineering, Inc.	75
11. D R Consultants & Designers, Inc.	73
12. Quantum Consulting, Inc	72
13. PacRim Engineering	59

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

9

10

11

12

<b>C. Staff Augmentation</b>	<b>NV5, Inc.</b>			<b>PacRim Engineering</b>			<b>Prescience Corporation</b>			<b>Quantum Consulting, Inc</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	13	15	12	10	11	10	15	11	15	12	10	7
Project Manager	17	20	17	10	12	11	15	20	20	15	15	14
Project Team	17	16	16	13	0	12	18	15	18	15	12	15
Project Understanding and Approach	18	18	17	15	17	13	19	0	18	15	17	15
Past Experience and References	9	8	8	7	7	7	10	1	10	8	6	6
Pricing	12	10	12	8	6	7	8	6	11	12	10	12
<b>Subtotal Scores:</b>	<b>86</b>	<b>87</b>	<b>82</b>	<b>63</b>	<b>53</b>	<b>60</b>	<b>85</b>	<b>53</b>	<b>92</b>	<b>77</b>	<b>70</b>	<b>69</b>
<b>Average Score, Written Prop.:</b>	<b>85</b>			<b>59</b>			<b>77</b>			<b>72</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Onward Engineering	90
2. JMDiaz, Inc.	89
3. Southstar Engineering	86
4. NV5 Inc.	85
5. Transtech Engineering, Inc.	79
6. Interwest Consulting Group	78
7. Prescience Corporation	77
8. HR Green Pacific, Inc.	76
9. CSG Consultants	75
10. W.G. Zimmerman Engineering, Inc.	75
11. D R Consultants & Designers, Inc.	73
12. Quantum Consulting, Inc	72
13. PacRim Engineering	59

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)



**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

13

C. Staff Augmentation	W.G. Zimmerman Engineering, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	12	11	12
Project Manager	14	16	18
Project Team	12	18	12
Project Understanding and Approach	12	20	13
Past Experience and References	6	10	8
Pricing	10	10	10
Subtotal Scores:	66	85	73
Average Score, Written Prop.:	75		

<b>Firms Written Final Rankings by Average Score</b>		
1.	Onward Engineering	90
2.	JMDiaz, Inc.	89
3.	Southstar Engineering	86
4.	NV5 Inc.	85
5.	Transtech Engineering, Inc.	79
6.	Interwest Consulting Group	78
7.	Prescience Corporation	77
8.	HR Green Pacific, Inc.	76
9.	CSG Consultants	75
10.	W.G. Zimmerman Engineering, Inc.	75
11.	D R Consultants & Designers, Inc.	73
12.	Quantum Consulting, Inc	72
13.	PacRim Engineering	59

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

D. Constr Mgmt & Inspection	BKF Engineers			Dudek			Interwest Consulting Group			KOA Corporation		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	15	13	13	14	13	13	12	9	12	13	11
Project Manager	16	16	18	17	17	17	16	17	15	16	15	13
Project Team	16	19	18	18	17	17	17	16	15	16	15	14
Project Understanding and Approach	17	18	17	18	20	18	18	19	15	15	19	9
Past Experience and References	10	10	8	9	9	8	8	9	6	0	10	6
Pricing	12	6	12	12	10	12	12	10	10	12	10	6
Subtotal Scores:	85	84	86	87	87	85	84	83	70	71	82	59
Average Score, Written Prop.:	85			86			79			71		

<b>Firms Written Final Rankings by Average Score</b>	
1. Onward Engineering	89
2. Prescience Corporation	88
3. Southstar Engineering	87
4. Dudek	86
5. BKF Engineers	85
6. JMDiaz, Inc.	85
7. NV5 Inc.	83
8. Transtech Engineering, Inc.	79
9. Interwest Consulting Group	79
10. SA Associates	78
11. Z & K Consultants, Inc.	77
12. HR Green Pacific, Inc.	76
13. Pacific Civil Solutions, Inc.	75
14. Quantum Consulting, Inc	74
15. D R Consultants & Designers, Inc.	73
16. KOA Corporation	71
17. PacRim Engineering	56

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	5			6			7			8		
D. Constr Mgmt & Inspection	Pacific Civil Solutions, Inc.			SA Associates			Z&K Consultants, Inc.			HR Green Pacific, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	10	11	13	13	13	12	10	12	14	15	12
Project Manager	16	16	14	18	15	15	15	14	15	17	12	15
Project Team	15	18	14	17	15	16	15	15	15	17	14	15
Project Understanding and Approach	17	20	15	17	16	16	18	16	16	17	15	14
Past Experience and References	8	8	7	8	8	7	8	9	7	9	8	7
Pricing	8	6	8	8	10	9	12	10	11	10	6	10
<b>Subtotal Scores:</b>	<b>77</b>	<b>78</b>	<b>69</b>	<b>81</b>	<b>77</b>	<b>76</b>	<b>80</b>	<b>74</b>	<b>76</b>	<b>84</b>	<b>70</b>	<b>73</b>
<b>Average Score, Written Prop.:</b>	<b>75</b>			<b>78</b>			<b>77</b>			<b>76</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	89
2. Prescience Corporation	88
3. Southstar Engineering	87
4. Dudek	86
5. BKF Engineers	85
6. JMDiaz, Inc.	85
7. NV5 Inc.	83
8. Transtech Engineering, Inc.	79
9. Interwest Consulting Group	79
10. SA Associates	78
11. Z & K Consultants, Inc.	77
12. HR Green Pacific, Inc.	76
13. Pacific Civil Solutions, Inc.	75
14. Quantum Consulting, Inc	74
15. D R Consultants & Designers, Inc.	73
16. KOA Corporation	71
17. PacRim Engineering	56

SCORING RANGES		
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	9			10			11			12		
D. Constr Mgmt & Inspection	Onward Engineering			Southstar Engineering			Transtech Engineering, Inc.			D R Consultants & Designers, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	11	14	14	11	15	12	14	11	13	14	14
Project Manager	18	20	18	19	17	18	17	16	15	16	14	15
Project Team	17	18	18	19	20	20	17	15	15	16	10	16
Project Understanding and Approach	18	14	19	19	20	18	17	16	16	18	12	16
Past Experience and References	9	10	10	9	10	10	7	10	7	9	7	9
Pricing	14	10	15	6	6	11	12	10	11	6	6	9
<b>Subtotal Scores:</b>	<b>90</b>	<b>83</b>	<b>94</b>	<b>86</b>	<b>84</b>	<b>92</b>	<b>82</b>	<b>81</b>	<b>75</b>	<b>78</b>	<b>63</b>	<b>79</b>
<b>Average Score, Written Prop.:</b>	<b>89</b>			<b>87</b>			<b>79</b>			<b>73</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	89
2. Prescience Corporation	88
3. Southstar Engineering	87
4. Dudek	86
5. BKF Engineers	85
6. JMDiaz, Inc.	85
7. NV5 Inc.	83
8. Transtech Engineering, Inc.	79
9. Interwest Consulting Group	79
10. SA Associates	78
11. Z & K Consultants, Inc.	77
12. HR Green Pacific, Inc.	76
13. Pacific Civil Solutions, Inc.	75
14. Quantum Consulting, Inc	74
15. D R Consultants & Designers, Inc.	73
16. KOA Corporation	71
17. PacRim Engineering	56

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	13			14			15			16		
D. Constr Mgmt & Inspection	JMDiaz, Inc.			NV5 Inc.			PacRim Engineering			Prescience Corporation		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	11	14	13	15	12	10	10	10	15	11	15
Project Manager	18	20	19	17	15	17	10	12	11	15	20	20
Project Team	18	17	18	17	15	16	13	0	12	19	20	18
Project Understanding and Approach	18	14	18	18	18	17	15	15	13	19	20	18
Past Experience and References	8	4	9	9	9	8	7	3	7	10	10	10
Pricing	13	10	13	12	10	12	8	6	7	8	6	11
<b>Subtotal Scores:</b>	<b>89</b>	<b>76</b>	<b>91</b>	<b>86</b>	<b>82</b>	<b>82</b>	<b>63</b>	<b>46</b>	<b>60</b>	<b>86</b>	<b>87</b>	<b>92</b>
<b>Average Score, Written Prop.:</b>	<b>85</b>			<b>83</b>			<b>56</b>			<b>88</b>		

Firms Written Final Rankings by Average Score	
1. Onward Engineering	89
2. Prescience Corporation	88
3. Southstar Engineering	87
4. Dudek	86
5. BKF Engineers	85
6. JMDiaz, Inc.	85
7. NV5 Inc.	83
8. Transtech Engineering, Inc.	79
9. Interwest Consulting Group	79
10. SA Associates	78
11. Z & K Consultants, Inc.	77
12. HR Green Pacific, Inc.	76
13. Pacific Civil Solutions, Inc.	75
14. Quantum Consulting, Inc	74
15. D R Consultants & Designers, Inc.	73
16. KOA Corporation	71
17. PacRim Engineering	56

SCORING RANGES		
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

17

<b>D. Constr Mgmt &amp; Inspection</b>			
<b>Quantum Consulting, Inc.</b>			
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	12	10	7
Project Manager	15	17	14
Project Team	15	17	15
Project Understanding and Approach	15	14	15
Past Experience and References	8	9	6
Pricing	12	10	12
<b>Subtotal Scores:</b>	<b>77</b>	<b>77</b>	<b>69</b>
<b>Average Score, Written Prop.:</b>	<b>74</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Onward Engineering	89
2. Prescience Corporation	88
3. Southstar Engineering	87
4. Dudek	86
5. BKF Engineers	85
6. JMDiaz, Inc.	85
7. NV5 Inc.	83
8. Transtech Engineering, Inc.	79
9. Interwest Consulting Group	79
10. SA Associates	78
11. Z & K Consultants, Inc.	77
12. HR Green Pacific, Inc.	76
13. Pacific Civil Solutions, Inc.	75
14. Quantum Consulting, Inc	74
15. D R Consultants & Designers, Inc.	73
16. KOA Corporation	71
17. PacRim Engineering	56

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b>	<b>AVERAGE (71-80)</b>	<b>EXCEPTIONAL (91-100)</b>
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b>	<b>ABOVE AVERAGE (81-90)</b>	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS												
	1			2			3			4		
E. Architectural Services	Black O'dowd & Associates, Inc.			Coory Engineering			D R Consultants & Designers, Inc.			PacRim Engineering		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	10	14	12	11	14	13	14	14	10	10	10
Project Manager	18	15	19	18	14	19	16	14	15	10	12	11
Project Team	18	14	19	17	18	17	16	17	17	13	0	12
Project Understanding and Approach	17	15	18	17	0	18	18	15	17	15	15	13
Past Experience and References	8	9	9	9	3	10	9	3	9	7	0	7
Pricing	12	10	13	13	10	13	4	6	10	8	10	7
Subtotal Scores:	87	73	92	86	56	91	76	69	82	63	47	60
Average Score, Written Prop.:	84			78			76			57		

Firms Written Final Rankings by Average Score	
1. Black O'dowd & Associates, Inc (BOA)	84
2. JMDiaz, Inc.	83
3. Prescience Corporation	81
4. Coory Engineering	78
5. D R Consultants & Designers, Inc.	76
6. SVA Architects, Inc.	70
7. PacRim Engineering	57

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

5

6

7

<b>E. Architectural Services</b>	<b>Prescience Corporation</b>			<b>SVA Architects, Inc.</b>			<b>JMDiaz, Inc.</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	15	11	15	13	11	12	14	11	14
Project Manager	15	20	20	15	14	15	18	20	19
Project Team	18	16	18	15	12	15	18	19	18
Project Understanding and Approach	19	8	18	15	15	14	18	15	18
Past Experience and References	10	5	10	6	7	6	8	5	9
Pricing	8	6	11	8	10	7	13	0	13
<b>Subtotal Scores:</b>	<b>85</b>	<b>66</b>	<b>92</b>	<b>72</b>	<b>69</b>	<b>69</b>	<b>89</b>	<b>70</b>	<b>91</b>
<b>Average Score, Written Prop.:</b>	<b>81</b>			<b>70</b>			<b>83</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Black O'dowd & Associates, Inc (BOA)	84
2. JMDiaz, Inc.	83
3. Prescience Corporation	81
4. Coory Engineering	78
5. D R Consultants & Designers, Inc.	76
6. SVA Architects, Inc.	70
7. PacRim Engineering	57

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)



**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	1			2			3			4		
<b>F. Landscape Architect</b>	<b>NUVIS</b>			<b>RJM Design Group, Inc.</b>			<b>RMA international</b>			<b>BKF Engineers</b>		
<b>Criteria</b>	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	13	12	14	13	13	15	10	15	14	15	13
Project Manager	15	15	16	16	15	17	19	15	20	16	17	18
Project Team	15	15	14	17	11	17	18	5	19	16	20	18
Project Understanding and Approach	12	18	14	17	15	18	18	15	19	17	5	17
Past Experience and References	8	9	8	8	9	8	9	10	10	10	6	8
Pricing	10	10	10	10	10	11	14	10	13	12	6	12
<b>Subtotal Scores:</b>	<b>73</b>	<b>80</b>	<b>74</b>	<b>82</b>	<b>73</b>	<b>84</b>	<b>93</b>	<b>65</b>	<b>96</b>	<b>85</b>	<b>69</b>	<b>86</b>
<b>Average Score, Written Prop.:</b>	<b>76</b>			<b>80</b>			<b>85</b>			<b>80</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. JMDiaz, Inc.	87
2. RMA International	85
3. Prescience Corporation	84
4. BKF Engineers	80
5. RJM Design Group, Inc.	80
6. Psomas	77
7. NUVIS	76
8. D R Consultants & Designers, Inc.	74
9. SVA Architects, Inc.	70
10. Tait & Associates	69
11. KOA	56
12. PacRim Engineering	54

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	5			6			7			8		
F. Landscape Architect	D R Consultants & Designers, Inc.			JMDiaz, Inc.			PacRim Engineering			Prescience Corporation		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	14	14	14	11	14	10	10	10	15	11	15
Project Manager	16	14	17	18	20	19	10	12	11	15	20	20
Project Team	16	5	17	18	19	19	13	0	12	18	18	18
Project Understanding and Approach	18	15	18	18	15	18	15	10	13	19	14	18
Past Experience and References	9	2	9	8	8	9	7	2	7	10	5	10
Pricing	6	6	13	13	6	13	8	6	7	8	6	12
<b>Subtotal Scores:</b>	<b>78</b>	<b>56</b>	<b>88</b>	<b>89</b>	<b>79</b>	<b>92</b>	<b>63</b>	<b>40</b>	<b>60</b>	<b>85</b>	<b>74</b>	<b>93</b>
<b>Average Score, Written Prop.:</b>	<b>74</b>			<b>87</b>			<b>54</b>			<b>84</b>		

Firms Written Final Rankings by Average Score	
1. JMDiaz, Inc.	87
2. RMA International	85
3. Prescience Corporation	84
4. BKF Engineers	80
5. RJM Design Group, Inc.	80
6. Psomas	77
7. NUVIS	76
8. D R Consultants & Designers, Inc.	74
9. SVA Architects, Inc.	70
10. Tait & Associates	69
11. KOA	56
12. PacRim Engineering	54

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	9			10			11			12		
F. Landscape Architect	SVA Architects, Inc.			Tait & Associates			Psomas			KOA		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	11	12	13	15	12	14	15	14	10	13	11
Project Manager	15	14	15	16	14	15	16	17	17	12	12	13
Project Team	15	15	14	17	15	15	18	15	16	11	15	14
Project Understanding and Approach	15	15	14	17	0	14	18	0	16	10	0	9
Past Experience and References	6	5	6	8	5	7	9	3	9	7	3	6
Pricing	8	10	8	12	0	11	12	10	12	7	10	6
<b>Subtotal Scores:</b>	<b>72</b>	<b>70</b>	<b>69</b>	<b>83</b>	<b>49</b>	<b>74</b>	<b>87</b>	<b>60</b>	<b>84</b>	<b>57</b>	<b>53</b>	<b>59</b>
<b>Average Score, Written Prop.:</b>	<b>70</b>			<b>69</b>			<b>77</b>			<b>56</b>		

Firms Written Final Rankings by Average Score	
1. JMDiaz, Inc.	87
2. RMA International	85
3. Prescience Corporation	84
4. BKF Engineers	80
5. RJM Design Group, Inc.	80
6. Psomas	77
7. NUVIS	76
8. D R Consultants & Designers, Inc.	74
9. SVA Architects, Inc.	70
10. Tait & Associates	69
11. KOA	56
12. PacRim Engineering	54

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS												
	1			2			3			4		
G. Traffic Engineering	Interwest Consulting Group			Minagar & Associates, Inc.			Transtech Engineering, Inc.			Coory Engineering		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	13	9	14	10	15	12	14	11	12	11	14
Project Manager	16	17	15	18	20	20	17	16	15	18	14	19
Project Team	17	17	15	18	20	18	17	18	15	20	18	17
Project Understanding and Approach	18	19	15	18	20	19	17	14	16	19	4	18
Past Experience and References	8	9	6	9	8	10	7	8	7	9	10	10
Pricing	12	6	10	12	10	12	12	10	11	13	10	13
Subtotal Scores:	84	81	70	89	88	94	82	80	75	91	67	91
Average Score, Written Prop.:	78			90			79			83		

Firms Written Final Rankings by Average Score	
1. Minagar & Associates, Inc.	90
2. JMDiaz, Inc.	87
3. Coory Engineering	83
4. Transtech Engineering, Inc.	79
5. Psomas	78
6. Interwest Consulting Group	78
7. Prescience Corporation	76
8. W.G. Zimmerman Engineering, Inc.	74
9. Quantum Consulting, Inc	73
10. D R Consultants & Designers, Inc.	72
11. SVA Architects, Inc.	66
12. CSG Consultants	65
13. Tait & Associates	65
14. PacRim Engineering	61

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	5			6			7			8		
<b>G. Traffic Engineering</b>	<b>CSG Consultants</b>			<b>D R Consultants &amp; Designers, Inc.</b>			<b>PacRim Engineering</b>			<b>Prescience Corporation</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	13	12	10	13	14	14	10	10	10	15	11	15
Project Manager	16	13	13	16	14	15	10	12	11	15	20	20
Project Team	16	7	14	16	5	16	13	12	12	18	8	18
Project Understanding and Approach	19	0	14	18	15	16	15	16	13	19	5	18
Past Experience and References	8	5	6	9	5	9	7	5	7	10	1	10
Pricing	10	10	10	6	6	9	8	6	7	8	6	11
<b>Subtotal Scores:</b>	<b>82</b>	<b>47</b>	<b>67</b>	<b>78</b>	<b>59</b>	<b>79</b>	<b>63</b>	<b>61</b>	<b>60</b>	<b>85</b>	<b>51</b>	<b>92</b>
<b>Average Score, Written Prop.:</b>	<b>65</b>			<b>72</b>			<b>61</b>			<b>76</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Minagar & Associates, Inc.	90
2. JMDiaz, Inc.	87
3. Coory Engineering	83
4. Transtech Engineering, Inc.	79
5. Psomas	78
6. Interwest Consulting Group	78
7. Prescience Corporation	76
8. W.G. Zimmerman Engineering, Inc.	74
9. Quantum Consulting, Inc	73
10. D R Consultants & Designers, Inc.	72
11. SVA Architects, Inc.	66
12. CSG Consultants	65
13. Tait & Associates	65
14. PacRim Engineering	61

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

9

10

11

12

<b>G. Traffic Engineering</b>	<b>Quantum Consulting, Inc.</b>			<b>SVA Architects, Inc.</b>			<b>Tait &amp; Associates</b>			<b>W.G. Zimmerman Engineering, Inc.</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	12	10	7	13	11	12	13	15	12	12	11	12
Project Manager	15	15	14	15	14	15	15	14	15	14	18	19
Project Team	15	18	15	15	15	15	15	12	15	12	14	15
Project Understanding and Approach	15	16	15	15	5	14	15	0	14	12	16	16
Past Experience and References	8	8	6	6	6	6	6	8	7	6	6	8
Pricing	12	6	12	8	6	7	8	0	11	10	10	10
<b>Subtotal Scores:</b>	<b>77</b>	<b>73</b>	<b>69</b>	<b>72</b>	<b>57</b>	<b>69</b>	<b>72</b>	<b>49</b>	<b>74</b>	<b>66</b>	<b>75</b>	<b>80</b>
<b>Average Score, Written Prop.:</b>	<b>73</b>			<b>66</b>			<b>65</b>			<b>74</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Minagar & Associates, Inc.	90
2. JMDiaz, Inc.	87
3. Coory Engineering	83
4. Transtech Engineering, Inc.	79
5. Psomas	78
6. Interwest Consulting Group	78
7. Prescience Corporation	76
8. W.G. Zimmerman Engineering, Inc.	74
9. Quantum Consulting, Inc	73
10. D R Consultants & Designers, Inc.	72
11. SVA Architects, Inc.	66
12. CSG Consultants	65
13. Tait & Associates	65
14. PacRim Engineering	61

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

13

14

<b>G. Traffic Engineering</b>	<b>Psomas</b>			<b>JMDiaz, Inc.</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	14	15	14	14	14	14
Project Manager	16	17	17	18	16	19
Project Team	18	12	16	18	16	18
Project Understanding and Approach	18	5	16	18	18	18
Past Experience and References	9	7	9	8	8	9
Pricing	12	6	12	13	10	13
<b>Subtotal Scores:</b>	<b>87</b>	<b>62</b>	<b>84</b>	<b>89</b>	<b>82</b>	<b>91</b>
<b>Average Score, Written Prop.:</b>	<b>78</b>			<b>87</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Minagar & Associates, Inc.	90
2. JMDiaz, Inc.	87
3. Coory Engineering	83
4. Transtech Engineering, Inc.	79
5. Psomas	78
6. Interwest Consulting Group	78
7. Prescience Corporation	76
8. W.G. Zimmerman Engineering, Inc.	74
9. Quantum Consulting, Inc	73
10. D R Consultants & Designers, Inc.	72
11. SVA Architects, Inc.	66
12. CSG Consultants	65
13. Tait & Associates	65
14. PacRim Engineering	61

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b>	<b>AVERAGE (71-80)</b>	<b>EXCEPTIONAL (91-100)</b>
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b>	<b>ABOVE AVERAGE (81-90)</b>	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs**  
**On-Call Professional Engineering Services**  
**Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

H. Surveying & Mapping	CNC Engineering			Coast Surveying, Inc,			GIS Surveyors, Inc.			Psomas		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	14	11	15	14	13	12	7	10	14	15	14
Project Manager	15	17	16	18	18	18	15	11	14	16	17	17
Project Team	16	17	16	17	18	18	15	16	15	18	16	16
Project Understanding and Approach	16	14	15	18	17	18	15	17	15	18	5	16
Past Experience and References	9	10	9	10	9	10	8	7	6	9	9	9
Pricing	12	10	12	10	10	12	8	10	8	12	6	12
Subtotal Scores:	81	82	79	88	86	89	73	68	68	87	68	84
Average Score, Written Prop.:	81			88			70			80		

<b>Firms Written Final Rankings by Average Score</b>	
1. Coast Surveying, Inc.	88
2. Coory Engineering	86
3. CNC Engineering	81
4. Psomas	80
5. JMDiaz, Inc.	80
6. Civiltec Engineering, Inc.	78
7. BKF Engineers	77
8. NV5 Inc.	76
9. Transtech Engineering, Inc.	73
10. Prescience Corporation	72
11. GIS Surveyors, Inc. (GSI)	70
12. SVA Architects, Inc.	70
13. Tait & Associates	69
14. CSG Consultants	66
15. D R Consultants & Designers, Inc.	66
16. KOA Corporation	62
17. PacRim Engineering	54

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)



**City of Santa Fe Springs**  
**On-Call Professional Engineering Services**  
**Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	5			6			7			8		
<b>H. Surveying &amp; Mapping</b>	<b>BKF Engineers</b>			<b>Transtech Engineering, Inc.</b>			<b>Civiltec Engineering, Inc.</b>			<b>Coory Engineering</b>		
<b>Criteria</b>	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	15	13	12	14	11	15	14	14	12	15	14
Project Manager	16	20	18	17	16	15	19	15	16	18	18	19
Project Team	18	5	18	17	13	15	18	16	15	17	15	18
Project Understanding and Approach	18	5	17	17	5	16	18	5	17	17	16	19
Past Experience and References	9	3	8	7	3	7	9	3	8	9	10	10
Pricing	12	10	12	12	10	11	11	10	12	13	6	13
<b>Subtotal Scores:</b>	<b>87</b>	<b>58</b>	<b>86</b>	<b>82</b>	<b>61</b>	<b>75</b>	<b>90</b>	<b>63</b>	<b>82</b>	<b>86</b>	<b>80</b>	<b>93</b>
<b>Average Score, Written Prop.:</b>	<b>77</b>			<b>73</b>			<b>78</b>			<b>86</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Coast Surveying, Inc.	88
2. Coory Engineering	86
3. CNC Engineering	81
4. Psomas	80
5. JMDiaz, Inc.	80
6. Civiltec Engineering, Inc.	78
7. BKF Engineers	77
8. NV5 Inc.	76
9. Transtech Engineering, Inc.	73
10. Prescience Corporation	72
11. GIS Surveyors, Inc. (GSI)	70
12. SVA Architects, Inc.	70
13. Tait & Associates	69
14. CSG Consultants	66
15. D R Consultants & Designers, Inc.	66
16. KOA Corporation	62
17. PacRim Engineering	54

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	9			10			11			12		
<b>H. Surveying &amp; Mapping</b>	<b>CSG Consultants</b>			<b>D R Consultants &amp; Desingers, Inc.,</b>			<b>JMDiaz, Inc.</b>			<b>NV5, Inc.</b>		
<b>Criteria</b>	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	12	10	13	14	14	14	11	13	13	15	12
Project Manager	16	10	13	16	10	15	18	20	18	17	15	17
Project Team	16	14	14	16	0	16	18	11	17	17	16	16
Project Understanding and Approach	19	5	14	18	7	18	18	7	18	18	0	17
Past Experience and References	8	3	6	9	0	9	8	5	9	9	5	8
Pricing	10	6	10	6	6	10	13	10	13	12	10	12
<b>Subtotal Scores:</b>	<b>82</b>	<b>50</b>	<b>67</b>	<b>78</b>	<b>37</b>	<b>82</b>	<b>89</b>	<b>64</b>	<b>88</b>	<b>86</b>	<b>61</b>	<b>82</b>
<b>Average Score, Written Prop.:</b>	<b>66</b>			<b>66</b>			<b>80</b>			<b>76</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Coast Surveying, Inc.	88
2. Coory Engineering	86
3. CNC Engineering	81
4. Psomas	80
5. JMDiaz, Inc.	80
6. Civiltec Engineering, Inc.	78
7. BKF Engineers	77
8. NV5 Inc.	76
9. Transtech Engineering, Inc.	73
10. Prescience Corporation	72
11. GIS Surveyors, Inc. (GSI)	70
12. SVA Architects, Inc.	70
13. Tait & Associates	69
14. CSG Consultants	66
15. D R Consultants & Designers, Inc.	66
16. KOA Corporation	62
17. PacRim Engineering	54

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	13			14			15			16		
<b>H. Surveying &amp; Mapping</b>	<b>PacRim Engineering</b>			<b>Prescience Corporation</b>			<b>SVA Architects, Inc.</b>			<b>Tait &amp; Associates</b>		
<b>Criteria</b>	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	10	10	10	15	11	15	13	11	12	13	15	12
Project Manager	10	12	11	15	20	20	15	14	15	16	14	15
Project Team	13	5	12	18	3	18	15	16	14	17	0	15
Project Understanding and Approach	15	6	13	19	0	17	15	10	15	17	5	14
Past Experience and References	7	0	7	10	1	10	6	6	6	8	5	7
Pricing	8	6	7	8	6	11	8	10	8	12	10	11
<b>Subtotal Scores:</b>	<b>63</b>	<b>39</b>	<b>60</b>	<b>85</b>	<b>41</b>	<b>91</b>	<b>72</b>	<b>67</b>	<b>70</b>	<b>83</b>	<b>49</b>	<b>74</b>
<b>Average Score, Written Prop.:</b>	<b>54</b>			<b>72</b>			<b>70</b>			<b>69</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Coast Surveying, Inc.	88
2. Coory Engineering	86
3. CNC Engineering	81
4. Psomas	80
5. JMDiaz, Inc.	80
6. Civiltec Engineering, Inc.	78
7. BKF Engineers	77
8. NV5 Inc.	76
9. Transtech Engineering, Inc.	73
10. Prescience Corporation	72
11. GIS Surveyors, Inc. (GSI)	70
12. SVA Architects, Inc.	70
13. Tait & Associates	69
14. CSG Consultants	66
15. D R Consultants & Designers, Inc.	66
16. KOA Corporation	62
17. PacRim Engineering	54

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

17

<b>H. Surveying &amp; Mapping</b>			
<b>KOA Corporation</b>			
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	12	13	11
Project Manager	16	12	13
Project Team	16	14	14
Project Understanding and Approach	15	5	9
Past Experience and References	0	5	6
Pricing	12	6	6
<b>Subtotal Scores:</b>	<b>71</b>	<b>55</b>	<b>59</b>
<b>Average Score, Written Prop.:</b>	<b>62</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Coast Surveying, Inc.	88
2. Coory Engineering	86
3. CNC Engineering	81
4. Psomas	80
5. JMDiaz, Inc.	80
6. Civiltec Engineering, Inc.	78
7. BKF Engineers	77
8. NV5 Inc.	76
9. Transtech Engineering, Inc.	73
10. Prescience Corporation	72
11. GIS Surveyors, Inc. (GSI)	70
12. SVA Architects, Inc.	70
13. Tait & Associates	69
14. CSG Consultants	66
15. D R Consultants & Designers, Inc.	66
16. KOA Corporation	62
17. PacRim Engineering	54

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

I. Water Engineering	Transtech Engineering, Inc.			BKF Engineers			Civiltec Engineering, Inc.			D R Consultants & Designers, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	12	14	11	14	15	13	15	14	14	15	14	14
Project Manager	17	16	15	16	17	18	19	16	16	19	14	15
Project Team	17	16	15	16	16	18	18	18	15	18	18	18
Project Understanding and Approach	17	5	16	17	10	17	18	20	17	18	18	18
Past Experience and References	7	3	7	10	3	8	9	10	8	9	9	9
Pricing	12	10	11	12	10	12	11	10	12	11	6	11
Subtotal Scores:	82	64	75	85	71	86	90	88	82	90	79	85
Average Score, Written Prop.:	74			81			87			85		

Firms Written Final Rankings by Average Score	
1. Civiltec Engineering, Inc.	87
2. D R Consultants & Designers, Inc.	85
3. BKF Engineers	81
4. Psomas	80
5. NV5 Inc.	79
6. Prescience Corporation	78
7. Transtech Engineering, Inc.	74
8. Tait & Associates	72
9. Quantum Consulting, Inc	71
10. SVA Architects, Inc.	67
11. PacRim Engineering	57
12. KOA	52

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

	5			6			7			8		
<b>I. Water Engineering</b>	<b>NV5 Inc.</b>			<b>PacRim Engineering</b>			<b>Prescience Corporation</b>			<b>Quantum Consulting, Inc.</b>		
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	13	15	12	10	10	10	15	11	15	12	10	7
Project Manager	17	16	17	10	12	11	15	20	20	15	15	14
Project Team	17	15	16	13	2	12	18	15	18	15	15	15
Project Understanding and Approach	18	5	17	15	16	13	19	5	18	15	12	15
Past Experience and References	9	8	8	7	3	7	10	1	10	8	5	6
Pricing	12	10	12	8	6	7	8	6	11	12	10	12
<b>Subtotal Scores:</b>	<b>86</b>	<b>69</b>	<b>82</b>	<b>63</b>	<b>49</b>	<b>60</b>	<b>85</b>	<b>58</b>	<b>92</b>	<b>77</b>	<b>67</b>	<b>69</b>
<b>Average Score, Written Prop.:</b>	<b>79</b>			<b>57</b>			<b>78</b>			<b>71</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. Civiltect Engineering, Inc.	87
2. D R Consultants & Designers, Inc.	85
3. BKF Engineers	81
4. Psomas	80
5. NV5 Inc.	79
6. Prescience Corporation	78
7. Transtech Engineering, Inc.	74
8. Tait & Associates	72
9. Quantum Consulting, Inc	71
10. SVA Architects, Inc.	67
11. PacRim Engineering	57
12. KOA	52

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	9			10			11			12		
I. Water Engineering	SVA Architects, Inc.			Tait & Associates			Psomas			KOA Corporation		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	12	11	12	13	15	12	14	15	14	12	13	11
Project Manager	15	14	15	16	14	15	16	17	17	12	12	14
Project Team	15	16	15	17	12	15	18	16	16	10	3	13
Project Understanding and Approach	15	5	14	17	5	14	18	8	16	6	5	9
Past Experience and References	8	1	6	8	4	7	9	7	9	6	2	6
Pricing	12	8	7	12	10	11	12	6	12	7	10	6
<b>Subtotal Scores:</b>	<b>77</b>	<b>55</b>	<b>69</b>	<b>83</b>	<b>60</b>	<b>74</b>	<b>87</b>	<b>69</b>	<b>84</b>	<b>53</b>	<b>45</b>	<b>59</b>
<b>Average Score, Written Prop.:</b>	<b>67</b>			<b>72</b>			<b>80</b>			<b>52</b>		

Firms Written Final Rankings by Average Score	
1. Civiltect Engineering, Inc.	87
2. D R Consultants & Designers, Inc.	85
3. BKF Engineers	81
4. Psomas	80
5. NV5 Inc.	79
6. Prescience Corporation	78
7. Transtech Engineering, Inc.	74
8. Tait & Associates	72
9. Quantum Consulting, Inc	71
10. SVA Architects, Inc.	67
11. PacRim Engineering	57
12. KOA	52

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	1			2			3			4		
J. Geotechnical & Paving	GMU			Psomas			BKF Engineers			Coory Engineering		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	15	15	14	15	14	14	15	13	12	11	14
Project Manager	19	15	18	16	17	17	16	17	18	18	14	19
Project Team	19	14	19	18	16	16	16	12	18	17	17	17
Project Understanding and Approach	18	20	20	18	5	10	17	5	17	17	20	18
Past Experience and References	9	10	9	9	5	6	10	7	8	9	7	10
Pricing	12	10	13	12	10	10	12	10	12	13	10	13
<b>Subtotal Scores:</b>	<b>91</b>	<b>84</b>	<b>94</b>	<b>87</b>	<b>68</b>	<b>73</b>	<b>85</b>	<b>66</b>	<b>86</b>	<b>86</b>	<b>79</b>	<b>91</b>
<b>Average Score, Written Prop.:</b>	<b>90</b>			<b>76</b>			<b>79</b>			<b>85</b>		

Firms Written Final Rankings by Average Score	
1. GMU	90
2. Coory Engineering	85
3. BKF Engineers	79
4. Psomas	76
5. Prescience Corporation	75
6. D R Consultants & Designers, Inc.	73
7. CSG Consultants	70
8. CivilTec Engineering, Inc.	68
9. KOA	57

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)



**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

WRITTEN QUALIFICATIONS	5			6			7			8		
J. Geotechnical & Paving	CSG Consultants			D R Consultants & Designers, Inc.			Prescience Corporation			KOA Corporation		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	13	12	10	13	14	14	15	11	15	13	13	11
Project Manager	16	10	13	16	14	15	15	20	20	13	12	13
Project Team	16	16	14	16	5	17	18	5	18	12	14	14
Project Understanding and Approach	19	5	14	18	14	18	19	5	18	6	5	9
Past Experience and References	8	9	6	9	4	9	10	0	10	6	4	6
Pricing	10	10	10	6	6	10	8	6	12	7	6	6
<b>Subtotal Scores:</b>	<b>82</b>	<b>62</b>	<b>67</b>	<b>78</b>	<b>57</b>	<b>83</b>	<b>85</b>	<b>47</b>	<b>93</b>	<b>57</b>	<b>54</b>	<b>59</b>
<b>Average Score, Written Prop.:</b>	<b>70</b>			<b>73</b>			<b>75</b>			<b>57</b>		

Firms Written Final Rankings by Average Score	
1. GMU	90
2. Coory Engineering	85
3. BKF Engineers	79
4. Psomas	76
5. Prescience Corporation	75
6. D R Consultants & Designers, Inc.	73
7. CSG Consultants	70
8. CivilTec Engineering, Inc.	68
9. KOA	57

SCORING RANGES		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**City of Santa Fe Springs  
On-Call Professional Engineering Services  
Evaluation Qualification Ratings**

**WRITTEN QUALIFICATIONS**

9

<b>J. Geotechnical &amp; Paving</b>			
<b>CivilTec Engineering, Inc.</b>			
<b>Criteria</b>	<b>Reviewer #1</b>	<b>Reviewer #2</b>	<b>Reviewer #3</b>
Experience and Capability of the Firm	15	14	14
Project Manager	17	15	16
Project Team	18	11	15
Project Understanding and Approach	8	0	5
Past Experience and References	8	8	8
Pricing	11	10	12
<b>Subtotal Scores:</b>	<b>77</b>	<b>58</b>	<b>70</b>
<b>Average Score, Written Prop.:</b>	<b>68</b>		

<b>Firms Written Final Rankings by Average Score</b>	
1. GMU	90
2. Coory Engineering	85
3. BKF Engineers	79
4. Psomas	76
5. Prescience Corporation	75
6. D R Consultants & Designers, Inc.	73
7. CSG Consultants	70
8. CivilTec Engineering, Inc.	68
9. KOA	57

<b>SCORING RANGES</b>		
<b>FAIL (0-60)</b> Category evaluated non-responsive.	<b>AVERAGE (71-80)</b> Qualifications/Pricing fully satisfy requirements.	<b>EXCEPTIONAL (91-100)</b> Qualifications/Pricing far exceed requirements.
<b>BELOW AVERAGE (61-70)</b> Below minimally acceptable.	<b>ABOVE AVERAGE (81-90)</b> Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6<sup>TH</sup> day of April, 2021, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and \_\_\_\_\_, a ("Consultant").

**W I T N E S S E T H :**

WHEREAS, City proposes to utilize the services of Consultant as an independent consultant to provide On-Call Engineering Professional Services as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. The Term of this Agreement shall be four (4) years from the Effective Date.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent consultants, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf

of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit “E” and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel:  
Attn:

IF TO CITY:

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Tel: (562) 868-0511  
Attn: Noe Negrete

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the



work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent consultant and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

**CONSULTANT**

\_\_\_\_\_  
Signature, Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

\_\_\_\_\_  
John M. Mora, Mayor

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy Tsai, City Attorney

Date: \_\_\_\_\_



## **NEW BUSINESS**

Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Mobile Data Computers (MDCs) for the Department of Fire-Rescue

### **RECOMMENDATION(S)**

Accept 2018 State Homeland Security Grant Program (SHSGP) funds in the amount of \$30,045.28 and authorize the purchase of seven (7) GETAC Mobile Data Computers (MDCs) and associated equipment from DuraTech USA, Inc.

### **BACKGROUND**

The 2018 State Homeland Security Grant Program (SHSGP) has a performance period of three years and closes for spending in March of 2021, but has been extended for an additional forty-five (45) days to complete additional purchases and take advantages of unused funds for "quick turnaround" projects (completed sales and receipt of equipment in 60 days). The 2018 grant has awarded funds for the purchase of seven (7) GETAC Mobile Data Computers (MDCs) and associated equipment for the Department of Fire-Rescue's response apparatus.

All Fire apparatus are outfitted with radio systems and MDCs. MDCs for police and fire apparatus are specialized mobile computers that are mounted on the apparatus and when calls are dispatched, all pertinent information is transmitted to the MDC from our dispatch communications center, Downey Communications Center (DCC). When a call is dispatched, information on the location, nature of the emergency, map, cross-streets, hydrant locations, contact information, call-back numbers, medical information, codes for locked gates, and notes from dispatchers are just a few pieces of information transmitted to crews during the initial dispatch, and updated while responding.

Along with mapping systems, there is the ability to know (from previously input information from inspections) what kinds of hazardous materials are stored in buildings, locations of utility shut-offs, contact information for the business, and many other features that increase firefighter and public safety. During active incidents, the MDC can be utilized for information retrieval, as it has wi-fi capabilities and access to internet to obtain information on Hazardous Materials and many other emergency information needs.

The seven (7) MDCs purchased will replace MDCs on our apparatus that are over ten-years in age and identified for replacement due to intermittent reliability issues and for technology upgrades. While the quantity of MDCs exceeds seven (7) for the Department's needs, this grant award helps begin the replacement process. New Apparatus will also have new MDCs, and securing this funding helps the Department accomplish our mission for public safety.



# City of Santa Fe Springs

City Council Meeting

April 6, 2021

The mobile data computer bids below include the computer mounted inside the vehicle that is used as an information database and communication between dispatch and other emergency response vehicles. DuraTech USA, Inc. is the recommended vendor for the purchase of this equipment. Below is a summary of bids for equipment.

Mobile Data Computer (MDC) (Vendor and Bid amount)

<b>DuraTech USA, Inc.</b>	<b>\$ 30,045.28</b>
CDW-G	\$ 32,052.48
MRC Mobile Rugged Computers	\$ 34,564.04

**FISCAL IMPACT**

The 2018 State Homeland Security Grant (SHSGP) is a 100% reimbursable grant. There will be no fiscal impact to the General Fund.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

Attachment(s)

DuraTech USA, Inc. Quotation  
GETAC Technical literature, Getac A140  
GETAC Technical literature, Getac F110



# DuraTech USA, Inc.

## Public Safety Technology Integrator

### Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,  
CUCP#35922, MBE & WBE, LACounty #128985  
LSBE/PPE# 088381, POLB # 250398, METRO# 7881

## QUOTE

Date

Quote #

3/15/2021

031521SFSFD

### Customer Information

Santa Fe Springs Fire Dept.  
11300 Greenstone Avenue  
Santa Fe Springs, CA 90670  
Attn: Vic Marin  
SFSFD Fire Engine

Rep

Project Delivery Date

Terms

Customer E-mail

CG

4/14/2021

Net 30

VictorMarinJr@santafespri...

Item

Description

Qty

Cost

Total

AM40T6QA55XX

GETAC : A140 G2 i7-10510U, W/  
Webcam, W 10 Pro x64 with 16GB  
RAM, 512GB PCIe SSD, SR HD IPS +  
Touchscreen + Stylus), US PC, 8M  
Rear Camera, WIFI + BT + GPS /  
Glonass + Passthrough, LAN, scrdr  
3yb2b

6

3,400.40

20,402.40T

OHHGTC8013

GETAC : Havis Triple Pass-Through  
Vehicle Dock with Port Replicator &  
bracket. DC Power Adaptor sold  
separately (A140)

6

651.26

3,907.56T

FL41T6JA1IXX

GETAC : F110 G5, i7-8565U  
1.8GHz, 11.6inch With Webcam, Win 10  
Pro x64 with 16GB RAM, 512GB PCIe  
SSD SR (Full HD LCD+  
Touchscreen+stylus), US PC, Rear  
Camera, WiFi + BT + GPS +  
Passthrough, 3yb2b

1

2,855.00

2,855.00T

CA LCD Disposal Fee

CALIFORNIA LCD DISPOSAL FEE

7

4.00

28.00

Shipping

NOTE: DIRECT SIGNATURE

1

0.00

0.00

4-6 Weeks ARO

4-6 Weeks After Receipt of Order

Total

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

\*\*Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com



# DuraTech USA, Inc.

## Public Safety Technology Integrator

### Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,  
CUCP#35922, MBE & WBE, LACounty #128985  
LSBE/PPE# 088381, POLB # 250398, METRO# 7881

## QUOTE

Date

Quote #

3/15/2021

031521SFSFD

### Customer Information

Santa Fe Springs Fire Dept.  
11300 Greenstone Avenue  
Santa Fe Springs, CA 90670  
Attn: Vic Marin  
SFSFD Fire Engine

Rep

Project Delivery Date

Terms

Customer E-mail

CG

4/14/2021

Net 30

VictorMarinJr@santafespri...

Item

Description

Qty

Cost

Total

Sales Tax

10.50%

2,852.32

Total

\$30,045.28

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

\*\*Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com



# A140 FULLY RUGGED TABLET

- 14" FHD / HD LumiBond® 2.0 Display with Getac Sunlight Readable Technology for unprecedented viewing experience
- Dual battery design with LifeSupport™ Battery Swappable Technology
- Enhanced Security with TPM2.0, NFC / RFID and Fingerprint Scanner
- Optional 1D / 2D Imager Barcode Reader and RFID
- Multi-Function Hard Handle, Hand Straps and Shoulder Straps and Slim-Profile Vehicle Dock for maximum mobile productivity



Trolley Dock



A140 with Multi-Function  
Hard Handle as Kickstand



# Specifications

## Operating System

Windows 10 Pro

## Mobile Computing Platform

Intel® Core™ i5-10210U Processor 1.6GHz  
Max. 4.2GHz with Intel® Turbo Boost Technology  
- 6MB Intel® Smart Cache

### Platform Options:

Intel® Core™ i5-10310U Processor 1.7GHz  
Max. 4.4GHz with Intel® Turbo Boost Technology  
- 6MB Intel® Smart Cache

Intel® Core™ i7-10510U Processor 1.8GHz  
Max. 4.9GHz with Intel® Turbo Boost Technology  
- 8MB Intel® Smart Cache

Intel® Core™ i7-10610U Processor 1.8GHz  
Max. 4.9GHz with Intel® Turbo Boost Technology  
- 8MB Intel® Smart Cache

## VGA Controller

Intel® UHD Graphics

## Display

14" TFT LCD HD (1366 x 768)

Protection film

1000 nits LumiBond® display with Getac sunlight readable technology

Capacitive multi-touch screen

Optional: 14" IPS TFT LCD FHD (1920 x 1080)

800nits LumiBond® display with Getac sunlight readable technology and capacitive multi-touch screen

## Storage & Memory

8GB DDR4

Optional: 16GB / 32GB DDR4

256GB PCIe NVMe SSD

Optional: 512GB / 1TB PCIe NVMe SSD

## Keyboard

Power button

7 tablet programmable buttons

## Pointing Device

Touchscreen

- Capacitive multi-touch screen

## Expansion Slot

LAN (RJ45) x 1

Optional: 1D / 2D imager barcode reader

Optional: Serial port, i or HF RFID, or fingerprint scanner, or HF RFID+fingerprint scanner

## I/O Interface

Headphone out / mic-in combo x 1

DC in Jack x 1

USB 2.0 x 1

USB 3.2 Gen 2 Type-A x 1

USB 3.2 Gen 2 Type-C x 1

HDMI x 1

Docking Connector x 1

Optional: FHD webcam x 1

Optional: RF antenna pass-through for GPS, WLAN and WWAN

Optional: 8M pixels auto focus rear camera x 1

## Communication Interface

10/100/1000 base-T Ethernet x 1

Intel® Wi-Fi 6 AX201, 802.11ax

Bluetooth (v5.1)

Optional: Dedicated GPS<sup>1</sup>

Optional: 4G LTE mobile broadband

## Security Feature

TPM 2.0

Smart Card reader

Kensington Lock

Optional: HF RFID

Optional: Fingerprint reader

## Power

AC adapter (65W, 100-240VAC, 50 / 60Hz)

Li-Ion smart battery (10.8V, typical 3220mAh;

min. 3120mAh) x 2

LifeSupport™ battery swappable technology

## Dimension (W x D x H) & Weight

369 x 248 x 32.5 mm (14.58" x 9.76" x 1.279"),

2.3 kg (5.07 lbs)<sup>1</sup>

## Rugged Feature

MIL-STD-810H certified and IP65 certified

MIL-STD-461G certified<sup>1</sup>

Vibration & 4 feet drop resistant

e-Mark certified for vehicle usage

Optional: ANSI / ISA 12.12.01

## Environmental Specification

Temperature<sup>1</sup>:

- Operating: -29°C to 63°C / -20°F to 145°F

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH, non-condensing

## Pre-installed Software

Getac Utility

Getac Camera

Getac Geolocation

Getac Barcode Manager<sup>1</sup>

Optional: Absolute Persistence<sup>®</sup>

## Accessories

Battery (11.1V, typical 2100mAh; min. 2040mAh)

AC Adapter (65W, 100-240VAC)

Capacitive Stylus

### Optional:

Carry Bag

Battery (11.1V, typical 2100mAh; min. 2040mAh)

Multi-bay Charger (Dual Bay)

Multi-Bay Charger (Eight-Bay)

AC Adapter (65W, 100-240VAC)

Office Dock AC Adapter (90W, 100-240VAC)

MIL-STD-461 Certified AC Adapter (90W,

115-230VAC)

Vehicle Adapter (120W, 11-32VDC)

Capacitive Stylus

Protection Film

X Strap

Shoulder Strap (2-point)

Vehicle Dock

Office Dock

100W Type-C Adaptor <sup>vi</sup>

## Bumper-to-Bumper Warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee.

That means you can depend on us to have your unit back in service within days.

### Standard

3 years Bumper-to-Bumper

- i Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- ii Supports GPS and Glonass.
- iii Weight varies from configurations and optional accessories.
- iv MIL-STD-461G 90W AC adapter sold separately.
- v Tested by a national independent third party test lab following MIL-STD-810H.
- vi Available when barcode reader option is selected.
- vii Do not support the configurations with Discrete Graphic Card.

# A140

## Fully Rugged Tablet



## Docking Solutions

	Vehicle Dock	Office Dock
Serial Port	1	1
External VGA	1	--
Display Port	--	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	USB x 4	USB x 3
LAN	1	1
HDMI	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	--
Printer Port	--	1

# Getac

## Getac USA

15495 Sand Canyon Ave. Suite 350

Irvine, CA 92618

Tel : 949-681-2900

GetacSales\_US@getac.com | www.getac.com/us/



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available specification shall be subjected to quotation by request. V01M02Y21US



# F110 FULLY RUGGED TABLET

- Enhanced Enterprise Security with optional Intel vPro, Windows Hello face-authentication camera, TPM 2.0 and many more multi-factor authentication options
- 8th Generation Intel® Core™ i7 / i5 Processor
- 11.6" LumiBond® 2.0 Display with Getac Sunlight Readable Technology and Capacitive Touchscreen
- 6 configurable options to fit diverse data collection needs: Optional 1D / 2D Imager Barcode Reader / Serial Port / Ethernet / 2<sup>nd</sup> USB (USB 2.0) Port / Serial Port + Ethernet
- LifeSupport™ Battery Swappable Technology



Office Dock





# Specifications

## Operating System

Windows 10 Pro

## Mobile Computing Platform

Intel® Core™ i5-8265U Processor 1.6GHz  
Max. 3.9GHz with Intel® Turbo Boost Technology  
- 6MB Intel® Smart Cache

## Platform Options:

Intel® Core™ i5-8365U vPro™ Processor 1.6GHz  
Max. 4.1GHz with Intel® Turbo Boost Technology  
- 6MB Intel® Smart Cache

Intel® Core™ i7-8565U Processor 1.8GHz  
Max. 4.6GHz with Intel® Turbo Boost Technology  
- 8MB Intel® Smart Cache

Intel® Core™ i7-8665U vPro™ Processor 1.9GHz  
Max. 4.8GHz with Intel® Turbo Boost Technology  
- 8MB Intel® Smart Cache

## VGA Controller

Intel® UHD Graphics

## Display

11.6" IPS TFT LCD FHD (1920 x 1080)  
Protection film  
800 nits LumiBond® display with Getac sunlight  
readable technology  
Capacitive multi-touch screen

## Storage & Memory

8GB DDR4  
Optional: 16GB / 32GB DDR4  
256GB SATA SSD  
Optional: 512GB / 1TB SATA SSD  
Optional: 256GB / 512GB / 1TB PCIe NVMe SSD

## Keyboard

Power button  
5 tablet programmable buttons

## Pointing Device

Touchscreen  
- Capacitive multi-touch screen  
- Optional: Dual mode touchscreen (multi-touch  
and digitizer)

## Expansion Slot

Optional: 1D / 2D imager barcode reader, or serial  
port, or LAN (RJ45), or USB 2.0 port, or serial port  
+ LAN (RJ45)<sup>i</sup>

## I/O Interface

FHD webcam x 1<sup>x</sup>  
8M pixels auto focus rear camera x 1  
Headphone out / mic-in combo x 1  
DC in Jack x 1  
USB 3.2 Gen 2 Type-A x 1  
HDMI x 1  
Docking Connector x 1  
Optional: Windows Hello face-authentication  
camera (front-facing) x 1<sup>x</sup>  
Optional: RF antenna pass-through for GPS,  
WLAN and WWAN

## Communication Interface

Intel® Dual Band Wireless-AC 9260, 802.11ac  
Bluetooth (v5.1)<sup>ii</sup>  
Optional: Dedicated GPS  
Optional: 4G LTE mobile broadband  
Optional 10/100/1000 base-T Ethernet<sup>i</sup> (occupies  
expansion slot)

## Security Feature

TPM 2.0  
Kensington Lock  
Optional: Intel® vPro™ Technology  
Optional: LF/HF RFID reader<sup>iii, iv, v</sup>, or HF RFID  
reader<sup>vi</sup>, or smart card reader, or fingerprint scanner

## Power

AC adapter (65W, 100-240VAC, 50 / 60Hz)  
Li-Ion smart battery (11.4V, typical 2160mAh;  
min. 2100mAh) x 2  
LifeSupport™ battery swappable technology

## Dimension (W x D x H) & Weight

314 x 207 x 24.5 mm (12.4" x 8.15" x 0.96"),  
1.39 kg (3.08 lbs)<sup>vi</sup>

## Rugged Feature

MIL-STD-810H certified  
IP65 certified  
MIL-STD-461G certified<sup>vii</sup>  
Vibration & 4 feet drop resistant  
e-Mark certified for vehicle usage  
Optional: ANSI / UL 121201, CSA C22.2 NO. 213<sup>viii</sup>

## Environmental Specification

Temperature<sup>ix</sup>:  
- Operating: -29°C to 63°C / -20°F to 145°F  
- Storage: -51°C to 71°C / -60°F to 160°F  
Humidity:  
- 95% RH, non-condensing

## Pre-installed Software

Getac Utility  
Getac Camera  
Getac Geolocation  
Getac Barcode Manager<sup>xi</sup>  
Optional: Absolute Persistence<sup>xii</sup>

## Accessories

Battery (11.4V, typical 2160mAh; min. 2100mAh)  
AC Adapter (65W, 100-240VAC)  
Capacitive Stylus

## Optional:

Carry Bag  
Tablet Folio Case  
Battery (11.4V, typical 2160mAh; min. 2100mAh)  
Multi-Bay Charger (Dual Bay)  
Multi-Bay Charger (Eight Bay)  
Detachable Folding Keyboard  
AC Adapter (65W, 100-240VAC)  
Office Dock AC Adapter (90W, 100-240VAC)  
MIL-STD-461 Certified AC Adapter (90W,  
115-230VAC)  
Vehicle Adapter (120W, 11-32VDC)  
Digitizer Pen  
Capacitive Stylus  
Protection Film  
Hand Strap  
Shoulder Strap (2-point)  
Shoulder Harness (4-point; handsfree)  
Vehicle Cradle  
Vehicle Dock  
Office Dock  
Office Dock with Twin Battery Charger

## Bumper-to-Bumper Warranty

Accidents can take your equipment out of service  
when you least expect it, especially in a rugged  
environment, which can cause costly equipment  
downtime.

That is why Getac has introduced accidental  
damage as standard under our Bumper-to-Bumper  
warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee.

That means you can depend on us to have your  
unit back in service within days.

## Standard

3 years Bumper-to-Bumper

- i Barcode reader, serial port, Ethernet, 2<sup>nd</sup> USB  
(USB 2.0) port, or serial port + Ethernet are  
mutually exclusive options.
- ii Bluetooth performance and connectable  
distance may be subject to interference with  
the environments and performance on client  
devices, users may be able to reduce effects of  
interference by minimizing the number of  
active Bluetooth wireless devices that is  
operating in the area.
- iii LF / HF RFID reader, HF RFID reader, smart card  
reader and fingerprint scanner are mutually  
exclusive options.
- iv LF (125kHz) / HF (13.56MHz) Combo RFID /  
NFC reader (iClass, HID Prox, ISO 15693,  
14443 A / B, Mifare and FeliCa™ compliant).
- v LF/HF RFID reader option is not Energy Star 8.0  
compliant.
- vi 13.56MHz Contactless HF RFID reader  
(ISO 15693, 14443 A / B, Mifare and FeliCa™  
compliant).
- vii Weight and dimensions vary from  
configurations and optional accessories.
- viii MIL-STD-461G 90W AC adapter sold separately.
- ix Tested by a national independent third party  
test lab following MIL-STD-810H.
- x FHD webcam and optional Windows Hello  
face-authentication camera (front-facing) are  
mutually exclusive options.
- xi Available when barcode reader option is selected.
- xii Available with limited configurations.

# F110

## Fully Rugged Tablet



## Docking Solutions

	Vehicle Dock	Office Dock
Serial Port	2	2
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	4	4
LAN	1	1
HDMI	1	1
RF Antenna Connector	3 (GPS, WWAN, WLAN)	--

# Getac

## Getac USA

15495 Sand Canyon Ave. Suite 350  
Irvine, CA 92618  
Tel : 949-681-2900  
GetacSales\_US@getac.com | www.getac.com/us/



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available specification shall be subjected to quotation by request. V01M02Y21US



## NEW BUSINESS

### Tree Maintenance Services - Award of Contract

#### **RECOMMENDATION**

- Accept the proposals;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for Tree Maintenance Services.

#### **BACKGROUND**

The City Council awarded a two-year On-Call Tree Maintenance Services contract to West Coast Arborist (WCA) effective April 13, 2017. The contract contained a stipulation allowing the City Council to renew the contract for an additional two years at the end of the first term, based on performance and approval by the City Council. On April 13, 2018, the City Council awarded the additional two-year extension. The current contract will expire on April 13, 2021, without the option to further extend the contract.

On December 10, 2020, the City Council authorized the advertisement for Request for Proposals (RFP) for Tree Maintenance Services, to allow the City to award a contract to a contractor that best meets the City's Tree Maintenance requirements based on their qualifications and experience in performing similar work. City staff received a total of five proposals on January 21, 2021, from the following tree maintenance contractors:

1. International Environmental Corp
2. Mariposa Tree Management, Inc.
3. North Star Land Care
4. Tiger Tree Services, Inc.
5. West Coast Arborists, Inc.

Staff conducted follow-up interviews with the three top-rated firms. The interviews included the following criterion: Contractors capabilities of providing required tree maintenance services, proper equipment, and personnel to provide those services, and a history of providing the services to other municipalities. A summary of the three top-rated firms is shown below.

- West Coast Arborists has been in business for close to 50 years, with approximately 330 municipal contracts, over 1,000 field staff, over 100 vehicles available for maintenance of trees, and over 85 Certified Arborists on staff. Currently, WCA is the Cities Tree Maintenance Contractor.
- Mariposa Tree Management has been in business for nearly 2 years with 10 municipal contracts, 50 field staff, has vehicles available to perform necessary works, and has 4 available Certified Arborists on staff.

Report Submitted By:      Noe Negrete  
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN" or similar initials.

Date of Report: April 1, 2021

North Star has been in business since 2018 with 9 municipal contracts, 16 field staff, has access to proper vehicles in inventory to provide necessary services, and has 3 available Certified Arborists on staff.

A three-member evaluation team reviewed each proposal based on project-specific criteria, such as the experience and capability of the firm, ability to perform work with appropriate staff and equipment, quality of work performed, and total fee proposed / bid schedule of rates.

The evaluation team consisted of Joe Barrios (Transportation Supervisor), Kevin Periman (Municipal Services Manager), and Eric Borunda (Streets and Grounds Supervisor). Upon evaluating the proposals, staff determined that West Coast Arborists is the contractor best qualified and equipped to provide tree maintenance services. Attached is a summary of the evaluation teams' rankings of the proposals. The proposals submitted to the City and the evaluation score sheets are on file with the Public Works Department.

#### **LEGAL REVIEW**

The City Attorney's office has reviewed the agreement.

#### **FISCAL IMPACT**

Proposed funding for the Tree Maintenance Services is included in the Department of Public Works budget.

#### **INFRASTRUCTURE IMPACT**

The City's tree maintenance program provides for the general upkeep of the existing inventory of approximately 7,000 trees and allows for tree replacement of damaged, dead and diseased trees.



Raymond R. Cruz  
City Manager

#### **Attachments:**

Attachment No. 1: Evaluation Summary

Attachment No. 2: Agreement

**TREE MAINTENANCE SERVICES**  
**Summary Evaluation Sheet**

	West Coast Arborists			Mariposa			North Star		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Expereince and Capability of the Firm	29	30	30	25	25	25	20	23	25
Perform work with staff and equipment	10	10	10	10	10	10	7	5	6
Quality of work performed through references	10	10	10	8	6	8	7	7	7
Annual Total Fee Proposal	43	45	45	45	45	45	45	45	45
Score Subtotals:	92	95	95	88	86	88	79	80	83
Average Scores:	94			87			81		



**CITY OF SANTA FE SPRINGS  
TREE MAINTENANCE SERVICES AGREEMENT  
WITH  
WEST COAST ARBORIST, INC.**

This Landscape Maintenance Services Agreement ("Agreement") is made and effective as of the 14<sup>TH</sup> of April, 2021 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and West Coast Arborist, a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on April 14, 2021, and shall remain and continue in effect for a period of four years, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Contractor shall perform the services described and set forth in the City's Request for Proposals attached hereto as Exhibit A and Contractor's Proposal attached hereto as Exhibit B ("Services"), both incorporated herein as though set forth in full.

**3. PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor under this Agreement.

**4. CITY MANAGEMENT**

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

**5. PAYMENT**

- A. The City agrees to pay Contractor for Services satisfactorily performed, in accordance with the fees set forth in Exhibit B.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

- C. Contractor will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ninety (90) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

**7. DEFAULT OF CONTRACTOR**

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Contractor any costs incurred by the City as a result of Contractor's default.

**8. OWNERSHIP OF DOCUMENTS**

- A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily

accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

## 9. **INDEMNIFICATION AND DEFENSE**

### A. Indemnity.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Contractor, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of Services under this Agreement.

### B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Contractor is named in such Action, and upon demand by the City, Contractor shall defend the City at Contractor's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Contractor's duty to defend, indemnify, and hold harmless the City

shall not extend to the City's sole or active negligence. In the event of any dispute between Contractor and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Contractor will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

#### **10. INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

#### **11. INDEPENDENT CONTRACTOR**

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement as a result

of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## **12. LEGAL RESPONSIBILITIES**

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

## **13. UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

## **14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any

Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

**16. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City:                      City of Santa Fe Springs

Tree Maintenance Services

11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Attention: Director of Public Works

To Contractor: Patrick Mahoney  
West Coast Arborist, Inc.  
2200 East Via Burton  
Anaheim, CA 92806

**17. ASSIGNMENT**

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

**18. LICENSES**

At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

**19. GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AMENDMENTS**

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

**22. ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**23. CONSTRUCTION**

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**24. WAIVER**

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**25. SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**26. COUNTERPARTS**



This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**27. AUTHORITY TO EXECUTE THIS AGREEMENT**

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Contractor is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONTRACTOR

\_\_\_\_\_  
John M. Mora, Mayor

\_\_\_\_\_  
Patrick Mahoney, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

CONTRACTOR

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Contractor's Proposal
	Exhibit C	Insurance Requirements

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

# **CITY OF SANTA FE SPRINGS**

## **REQUEST FOR PROPOSALS**

### **TREE MAINTENANCE SERVICES**



#### **DEPARTMENT OF PUBLIC WORKS**

**INQUIRIES REGARDING THIS PROJECT  
MAY BE DIRECTED TO:**

**Kevin Periman, Municipal Services Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Phone (562) 868-0511, Extension 3604**

**January 21, 2021**

## REQUEST FOR PROPOSALS

### TREE MAINTENANCE SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified tree maintenance contractors for a period of up to four (4) years. The Contractor's services will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements and as described in the Scope of Services section of this RFP.

The City of Santa Fe Springs invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on Thursday, January 21, 2021.**

Interested proposers must submit six (6) copies of their proposal labeled **"PROPOSAL FOR TREE MAINTENANCE SERVICES"** to:

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

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The City reserves the right to: reject any or all proposals, to waive any irregularity in any Proposal received, and to be the sole judge of the merits of the respective proposals it receives, and to take all Proposals under advisement for 45 days. The award, if made, will be made to the Contractor whose Proposal best meets the technical requirements of the RFP as determined by the City. The Proposal submitted by the selected Contractor shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Kevin Periman at (562) 868-0511, extension 3604.

## INSTRUCTIONS TO PROPOSERS

### 1. **TIMELINE TO SOLICIT PROPOSALS**

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

DESCRIPTION	DATE/TIME
Request for Proposals Released	12/16/2020
Deadline to Submit Questions	01/14/2021 by 5:00 pm
Deadline to Receive Proposals	01/21/2021 by 3:00 pm
Contract Award	02/27/2021
Notice to Proceed	04/15/2021

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

### 2. **PRE-SUBMITTAL MEETING**

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

### 3. **SUBMISSION OF PROPOSALS**

**To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Thursday, January 21, 2021.** Contractors must submit six (6) copies of their Proposal labeled **“PROPOSAL FOR TREE MAINTENANCE SERVICES”** to:

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

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

### 4. **DISSEMINATION OF RFP INFORMATION**

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals (“RFP”), or other material related to this solicitation. **By submitting a proposal, Contractors are deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

### 5. **ADDENDA TO THE RFP**

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

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

**A. Contact Person for the Project**

All questions or contacts regarding this RFP must be directed to Mr. Kevin Periman, Municipal Services Manager who can be reached at (562) 868-0511, ext. 3604 or by email at [kevinperiman@santafesprings.org](mailto:kevinperiman@santafesprings.org).

**B. Clarifications of the RFP**

Contractors are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Contractor require clarifications to this RFP, the Contractor shall notify the City in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

**C. Submitting Requests**

**All questions must be submitted to the City by 5:00 p.m. on Thursday, January 14, 2021.** The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

**Requests for clarifications, questions and comments received after 5:00 p.m. on Thursday, January 14, 2021 will not be responded to.**

**D. City Responses**

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. **Responses will be emailed to proposers on or before 5:00 p.m. on Monday, January 18, 2021.**

7. **COST OF PROPOSAL PREPARATION**

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

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

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

**8. CONFLICT OF INTEREST**

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

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

**9. KEY PERSONNEL**

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

**10. BASIS FOR AWARD OF CONTRACT**

The City intends to select the Contractor on the basis of demonstrated competence and professional qualifications in accordance with Scope of Services. To that end, the contract is to be awarded to the Contractor whose proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the proposal submitted by Contractor shall be incorporated as part of the final contract accordingly.

**11. TERM OF AGREEMENT**

The term of the Tree Maintenance Services Agreement with the selected Contractor is four (4) years, effective the date of executing the Agreement. The City reserves the right to extend the original term by one (1) additional one (1) year term based on performance and City Council approval.

The City will compensate the Contractor for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The Contractor will provide an invoice clearly documenting the services performed consistent with an approved Monthly Service Schedule.

**12. REQUIRED FORMAT FOR PROPOSALS**

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

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

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

**A. Letter of Offer**

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

- Identification of Contractor, including name, address and telephone number.
- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Contractor is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for forty five (45) calendar days from the submittal deadline.
- Signature of a person authorized to bind Contractor to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

**B. Qualifications of the Firm**

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



- Provide a profile of the Contractor including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Contractor's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Contractor's ability to provide Tree Maintenance Services.)
- Provide information on the strength and stability of the Contractor's current staffing capability and availability; current work load; and proven record of meeting schedules on similar tree maintenance contracts.

**C. Proposed Staffing**

The identity of personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

**D. Subcontractors**

The City desires to enter into a contract with one Contractor that will be responsible for all work, and services. There is to be no assignment of any aspect of this work without the prior written authorization from the City.

**E. Bid Schedule**

Contractors must complete and include as part of the proposal, the attached Bid Schedule, including the Additional Prices Bid Form.

**F. Client References**

List the five (5) most recent similar clients (including name, address, contact person, and phone number). The City is most interested in government and California clients and may randomly select agencies to contact from the reference list as part of the evaluation process.

**G. Rights to Materials**

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

**13. PROPOSAL EVALUATION PROCESS AND CRITERIA**

**A. GENERAL**

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. The proposed Annual Total Fee will be an important criterion; however, the City reserves the right to select a Contractor that presents the best qualifications, but not necessarily the lowest Annual Total Fee Amount.

**B. EVALUATION CRITERIA**

- Completeness of proposal.
- Contractor's experience in performing similar work.
- Contractor's capability to perform the work based on staffing and equipment.
- Contractor's demonstrated understanding of the scope of work.
- Quality of work previously performed by the Contractor as verified by reference checks.
- Bid Schedule and Additional Services Bid Price Form.

**C. EVALUATION AND RANKING**

After evaluating all proposals received, the City will rank the firms and a maximum of three (3) most qualified firms will be invited to an interview with the City Evaluation Committee, if necessary as deemed by the City.

**D. INTERVIEW (If Necessary)**

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

- The major elements of the Proposal and be prepared to answer questions clarifying the Proposal.
- A description of previously related experience.

**E. FINAL SELECTION**

The final selection will be the Contractor which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received.

**14. EXCEPTIONS OR ADDITIONS**

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

**15. INSURANCE REQUIREMENTS**

Prior to the start of contract negotiations, the highest qualified Contractor will be required to submit to the City the required insurance certificates for the Contractor and its employees.

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

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

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$5,000,000 per occurrence, \$10,000,000 General Aggregate, for Bodily Injury, Personal Injury and Property Injury.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$5,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

**16. RIGHTS OF THE CITY**

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

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

- The right to conduct a back ground check of any Contractor. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Contractor.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential Contractor on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential Contractor and to negotiate with other potential Contractors who are deemed qualified.
- Although cost is an important factor in deciding which Contractor will be selected, it is only one of the criteria used to evaluate Contractors. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

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

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

**Waiver of Proposals**

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

**17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

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

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

**PROPOSAL**  
**FOR**  
**TREE MAINTENANCE SERVICES**  
**IN THE CITY OF SANTA FE SPRINGS**

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Proposal, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Tree Maintenance Services set forth in the Request for Proposal and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Proposal, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter into an Agreement with the City of Santa Fe Springs at the price(s) set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the price(s) bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BIDDERS INFORMATION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address

( )  
\_\_\_\_\_

\_\_\_\_\_  
Firm Business Phone No.

\_\_\_\_\_  
E-mail Address

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

**BID SCHEDULE**

**TREE MAINTENANCE SERVICES**

**IN THE CITY OF SANTA FE SPRINGS**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>GRID TREE PRUNING</b>					
1.	Grid Tree Trimming	2,500	EA	\$ _____	\$ _____
<b>GPS TREE INVENTORY / ONLINE MAINTENANCE ACCESS</b>					
2.	GPS Tree Inventory and Software	1	LS		\$ _____
<b>SPECIAL REQUEST TREE PRUNING IN DBH</b>					
3.	Extra Small Trees (0"-6")	1	EA	\$ _____	
4.	Small Trees (7"-12")	1	EA	\$ _____	
5.	Medium Trees (13"-24")	1	EA	\$ _____	
6.	Large Trees (25"-30")	1	EA	\$ _____	
7.	Extra Large Trees (>31")	1	EA	\$ _____	
8.	Palm Trees	1	EA	\$ _____	
9.	Pine Trees	1	EA	\$ _____	
<b>SPECIAL REQUEST TREE REMOVAL IN DBH</b>					
10.	Extra Small Trees (0"-6")	1	EA	\$ _____	
11.	Small Trees (7"-12")	1	EA	\$ _____	
12.	Medium Trees (13"-24")	1	EA	\$ _____	
13.	Large Trees (25"-30")	1	EA	\$ _____	
14.	Extra Large Trees (>31")	1	EA	\$ _____	
<b>SPECIAL REQUEST STUMP REMOVAL IN DBH</b>					
15.	Extra Small Trees (0"-6")	1	EA	\$ _____	
16.	Small Trees (7"-12")	1	EA	\$ _____	
17.	Medium Trees (13"-24")	1	EA	\$ _____	
18.	Large Trees (25"-30")	1	EA	\$ _____	
19.	Extra Large Trees (>31")	1	EA	\$ _____	

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

**ADDITIONAL SERVICES BID PRICE FORM**

**TREE MAINTENANCE SERVICES**

**EXTRA WORK AND EMERGENCY RESPONSE**

ITEM NO.	DESCRIPTION	UNIT	PRICE
1.	Emergency Call-out (3-man crew w/equipment)	HOUR	\$ _____
2.	Labor Rate	HOUR	\$ _____
3.	Crew Rental (3-man crew w/equipment)	HOUR	\$ _____
4.	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	\$ _____
5.	Tree Injection	PER INJECTION	\$ _____
6.	Arborist Services / Tree Inspection	HOUR	\$ _____

**\*NOTE: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out for Tree Maintenance Services.**



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

### REFERENCES

Please list a minimum of three references for tree maintenance services that Contractor has completed under a contract awarded by the indicated Agency to Contractor within the past thirty-six (36) months. Include the Agency's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

Complete information is important. Contractor qualifications and experience as well as quality, fitness and capacity of Contractor will be used as evaluation criteria and a determining factor in award of contract recommendation by the City Engineer. **A lack of references or unsuitable summary of past performance as reported by references, may be considered by AGENCY as sufficient reason to reject bid(s).**

1. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact: \_\_\_\_\_  
Project: \_\_\_\_\_ Year Completed \_\_\_\_\_
2. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact: \_\_\_\_\_  
Project: \_\_\_\_\_ Year Completed \_\_\_\_\_
3. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact: \_\_\_\_\_  
Project: \_\_\_\_\_ Year Completed \_\_\_\_\_
4. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact: \_\_\_\_\_  
Project: \_\_\_\_\_ Year Completed \_\_\_\_\_

**NOTE: The Contractor may attach previously prepared reference sheets in lieu of completing this form.**

## **SCOPE OF SERVICES**

### **TREE MAINTENANCE SERVICES**

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- **GPS Tree Inventory /Online Maintenance Access\***
- **Tree Trimming/Grid Pruning**
- **Special Service Request Pruning**
- **Tree Removal/ Stump Removal**
- **Emergency Services**
- **Arborist Service**
- **Pine Tree/Palm Tree Pruning**

#### **GPS TREE INVENTORY**

Within the first 60-days of the contract term, the Contractor shall be required to provide to the City access to a record keeping system consisting of an Internet based software program that allows the City to maintain information about its tree inventory, including the description of each tree by species, height, diameter, work history, and site location. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, and contractor equipment GPS location monitoring. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. Contractor shall provide software support to the City for the entire term of the contract. Provisions of the GPS Tree Inventory System include:

1. Conduct an inventory of the City's trees to be maintained under this Contract by an ISA Certified Arborist including coordinates for all trees in public places. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a GIS program such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GS system, the City can consolidate the tree data with other GPS coded programs in the City.
2. Contractor shall have at minimum ten (10) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. Contractor shall have developed a complete and comprehensive computer software program for at least five (5) California cities. The program should have specialized reports designed specifically for the City's needs. The program should be developed based on the needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly.

3. The tree inventory program must include a mobile application for field use. The application must reflect live data as it exists in the tree inventory program. The functionality of the mobile application must be compatible with Android systems, be usable for precision mobility view as user moves through canopied areas, include multiple layer features including aerial imagery and street names, display tree icons based on precise GPS coordinates, be able to display live work history records, and allow live data updates.
4. Provide not less than two training sessions in the use and manipulation of the street tree database with City staff to include hands-on demonstration.
5. The inventory system described above shall be considered an instrument of service under this Contract, and shall remain the property of the City during the life of and following the termination of this Tree Maintenance Agreement.
6. Contractor shall provide routine software maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. Contractor shall provide complete software support rapidly with experienced staff available to the City during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday.

\*Online maintenance is defined as Internet access to Urban Forestry Management Software for GPS tree inventories that include work order tracking, ability to send work requests, including but not limited to, maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

#### **TREE TRIMMING/GRID PRUNING SERVICES**

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

#### **SPECIAL SERVICE REQUEST PRUNING**

The location of each work area to be serviced will be identified by City staff via a Work Order. Contractor shall report the location of work to City Staff.

#### **TREE REMOVAL/ STUMP REMOVAL**

Upon notification by City staff to Contractor of trees to be removed, Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit USA ticket. Contractor shall remove tree, grind stumps to a depth of eighteen inches (18") and haul all debris.

Stumps shall be cut low enough to the ground where grinding can be done safely. All holes shall be backfilled the same day. The resultant chips from grinding may be used to fill the hole to two inches (2") above normal ground level. All excess grinding chips and debris will be removed and loaded into transport vehicles for disposal. No wood or debris shall be left along the public right-of-way. All tree parts are to be loaded into transport vehicles or containers. Any damaged paved surfaces shall be restored to their original condition.

### **EMERGENCY SERVICES**

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) hour of notification by the City

### **ARBORIST SERVICES**

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis

### **PRUNING PALM TREES/ PINE TREES**

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by City staff in accordance of the following:

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.

Pine tree pruning shall consist of removing heavy, dead, conflicting, and broken branches ensuring 25% of canopy is trimmed.

Pine trees shall be trimmed on a two year cycle and during the months of October through December (winter months) to prevent excessive sapping.

### **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) hour 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 probable 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

### **PESTS AND DISEASES**

Upon working on any tree known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All material and debris shall be chipped to one inch (1") or smaller and shall not be left on site or used as mulch off site. Debris shall be handled in a manner consistent with the latest version of all appropriate Best Management

Practices (BMP) which minimizes the chances of spreading infection or infestation. No additional charges for disinfection or special handling shall be allowed.

#### **PESTICIDE TREATMENT OF TREES**

Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations. Applications will be made by drench, spray, or injection as conditions warrant. City policy encourages the use of the least toxic pesticide required for effective control of a given pest.

Contractor shall submit Pesticide Usage Reports to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. Reports will provide all information needed in a format sufficient for all annual reporting, including IPM and NPDES.

#### **MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

The City may modify this Scope of Work with the joint approval of the Contractor and the City administrator. All modifications shall be in writing.

In the event that the City should require additional work beyond this Scope of Services, the Contractor shall provide a competitive quote for the work and the City shall approve the quote in writing prior to commencement of the additional work.



**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



## CITY OF SANTA FE SPRINGS RFP FOR TREE MAINTENANCE SERVICES

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



*Setting the gold standard.*



Tree  
Pruning



Tree  
Removal



Tree  
Planting



GPS Tree  
Inventory



Emergency  
Response



Plant  
Health Care



ISA  
Certified



# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section A – Letter of Offer



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

January 20, 2021

City of Santa Fe Springs  
**Attn: Noe Negrete, Director of Public Works**  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
**RE: RFP: Tree Maintenance Services**  
**Due: Friday, January 21, 2021 at 03:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Santa Fe Springs. WCA is a family-owned and operated company employing nearly 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a minimum of 90 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 48-year track record of working for more than 300 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 80 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 East Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Gonzalo Regalado, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (626) 255-7618 or [gregalado@wcainc.com](mailto:gregalado@wcainc.com).

Sincerely,

  
Patrick Mahoney  
President

**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



Submitted By: West Coast Arborists, Inc.

**PROPOSAL**  
**FOR**  
**TREE MAINTENANCE SERVICES**  
**IN THE CITY OF SANTA FE SPRINGS**

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Proposal, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Tree Maintenance Services set forth in the Request for Proposal and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Proposal, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter into an Agreement with the City of Santa Fe Springs at the price(s) set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the price(s) bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

Dated this 19th day of January, 2021.

**BIDDERS INFORMATION:**

Signature

President

Title

West Coast Arborists, Inc.

Firm Name

2200 East Via Burton, Anaheim, CA 92806

Firm Address

( 714 ) 991-1900

Firm Business Phone No.

vgonzalez@wcainc.com

E-mail Address

Patrick Mahoney

Name (Please Print or Type)

# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section B – Qualifications of the Firm



**B.1**

# COMPANY INTRODUCTION

**WEST COAST ARBORISTS, INC. (WCA)** is a family-owned and operated union company employing over 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 300 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

## COMPANY INFORMATION

President: Patrick Mahoney  
Organization Type: Corporation  
Established: 1972  
Federal Tax ID: 95-3250682  
DIR Registration: 1000000956  
Members of Laborers' Union: LiUNA!

## CORPORATE OFFICE

2200 E. Via Burton St.  
Anaheim, CA 92806

## REGIONAL OFFICES

Fresno, CA  
Indio, CA  
Phoenix, AZ  
Riverside, CA  
Sacramento, CA  
San Diego, CA  
San Jose, CA  
San Francisco, CA  
Stockton, CA  
Ventura, CA

## CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President  
Corporate Office  
Phone (714) 991-1900  
Fax (714) 956-3745  
Email: [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com)

## FIELD MANAGEMENT

Gonzalo Regalado, Area Manager  
Corporate Office  
Phone (714) 991-1900  
Fax (714) 956-3745  
Email: [gregalado@wcainc.com](mailto:gregalado@wcainc.com)

**EMERGENCY RESPONSE 24/7**

## OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

*Tree care professionals serving  
communities who care about trees.*

## 100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



**80+ ISA Certified  
Arborists**



**45+ Years Experience  
(Similar Size & Scope)**



**1,000+ Qualified  
Employees**



**Accredited by  
TCIA**



**Local Office & Nursery  
(Anaheim & Placentia)**



**1500+ Pieces of  
Equipment (Owned)**



# CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by CBIC, an A+ rated company
- 1,000+ employees
- 300+ contracts with public agencies
- 85+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 675,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$120 million annually
- Fleet of approximately 1,500 pieces of equipment



## Active Memberships:

**Tree Care Industry Association (TCIA)**

International Society of Arboriculture (ISA)

League of California Cities (LCC)

California Parks & Recreation Society (CPRS)

Association of California Cities- Orange County (ACCOC)

Maintenance Superintendents Association (MSA)

California Landscape Contractors Association (CLCA)

Street Tree Seminar (STS)

California Urban Forest Council (CaUFC)

American Public Works Association (APWA)



**CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE**



License Number

**366764**

Entity CORP

Expires

**WEST COAST ARBORISTS INC**

Classifications

**C61/D49 C27 A C21 B C31**

Expiration Date

**12/31/2022**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



**CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION**

1001 I STREET  
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2020  
EXPIRES: December 31, 2021

**Pest Control Business - Main  
LICENSE  
LICENSE NO. 39575**

Invalid if transferred and/or qualified persons lapse before expiration date.

Mailing Address

WEST COAST ARBORISTS, INC.  
2200 E VIA BURTON ST  
ANAHEIM, CA 92806

Business Location

WEST COAST ARBORISTS, INC.  
2200 E VIA BURTON ST  
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW  
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

State of California

**Department of Industrial Relations**

## Contractor Information

Legal Entity Name

WEST COAST ARBORISTS, INC.

Corporation

Active

1000000956

07/01/19

06/30/22

2200 E VIA BURTON ANAHEIM 92806 CA United States of America

2200 E VIA BURTON ANAHEIM 92806 CA United States of America

vgonzalez@wcalnc.com

License Number (s)

CSLB 366764





B.2

## EXECUTIVE SUMMARY

West Coast Arborists, Inc.'s goal as a professional tree maintenance and management company is to educate our clientele and provide them with our expertise and knowledge to ensure their urban forest is healthy and thriving for years to come. This goal helps protect and maintain the integrity of our states tree canopy, to prevent and properly manage pests and disease as well as ensuring the 'right tree is planted in the right place,' to reduce liability and to protect our citizens, city property and the trees themselves. Proper maintenance and management go hand in hand and starts with a clear, concise understanding of the condition of an urban forest, the City's goals, and a plan for long term care.

As a result of the recent budget issues, municipalities are being stretched to their financial limits. City and County administrators are faced with budget reductions leading to staff cut backs, decreased levels of service, and antiquated equipment. The resulting trend of lower service levels needs to be turned around. We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care needs. Our staff, fleet and financial capabilities make us the best candidate

Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and City right-of-way. Obviously, this cannot be accomplished without the City's valued input or without community involvement.

**Community:** The community consists of everyone that cares about trees. They include residents, business owners, community groups, consumers, schools, and citizen arborists. We believe the community is the actual customer. We strive to provide the highest level of service in the safest manner possible in an effort to create a beautiful environment. In addition, as a valuable resource within the community we are able to offer extraordinary services to the public including, but not limited to, arboricultural education, participation in Arbor Day and other County events, and special community projects.

**City Administration:** City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees.

**West Coast Arborists, Inc. (WCA):** We have the challenge of meeting the community's needs, not only in tree care, but also in other aspects. However, unlike most firms, we believe to be a valuable resource in that we have the qualifications and corporate capabilities to meet the community's needs and beyond. Our Certified personnel ensure the community that the work performed will be in accordance with today's standards. The collection of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with information management, which provides communities with a complete, comprehensive urban tree care program.

**Statement of Pending Litigation:** A large, mature Eucalyptus tree uprooted and struck bystanders at a City of Whittier park while taking photos under the tree. WCA was pulled in as a cross-complaint from the City of Whittier. Result of litigation will not effect WCA's ability to complete the contract with Santa Fe Springs.

Case No. BC656449 – Mojarro, et al. v. City of Whittier, et al.

Case No. BC666844 – Stephanie Oviatt v. City of Whittier, et al.



## Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

## Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure, and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

## Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

## Small Tree Care (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

# B.3

## RESPONSE TO SCOPE OF SERVICES

### Palm Trunk Skinning (Optional)

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue. This is performed under the hourly rate.

### Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

### Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Tree removal and stump removal are to be charged separately in accordance with the contract.

### Tree Planting (Optional)

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

### Tree Watering (Optional)

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.



## Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

## Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

## Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

## Plant Health Care

**Tim Crothers**, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

### Shot Hole Borer

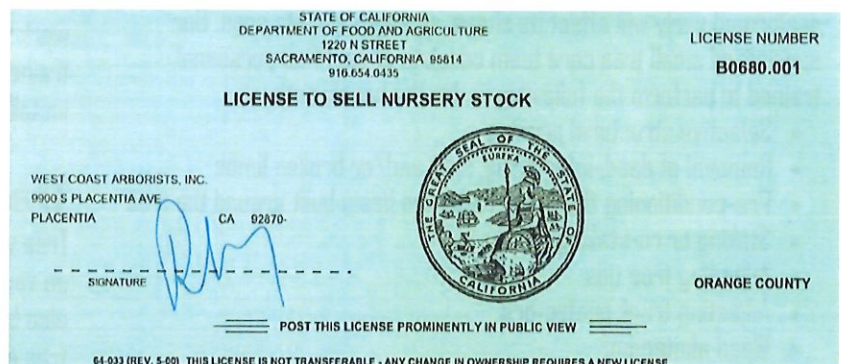
They Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle drills into trees and brings with it a pathogenic fungus (*Fusarium euwallacea*), as well as other fungal species. When heavily infested, the resulting Fusarium causes the decline and death of trees. Over 120 different tree species are affected in Southern California and over 30 reproductive hosts are of high concern. As tree care professionals, we have a responsibility to understand and report when we see a tree we are working on infested with PSHB.

## ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the City of Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.





## Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

## Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



## OATH OF COMMITMENT

*WCA is committed to working with the City of Santa Fe Springs to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the agency and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the agency's budget and that the agency may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.*

*This is our oath of commitment to uphold the prestigious namesake of the Housing Authority of the City of Santa Fe Springs by providing gold standard tree care services.*

  
Patrick Mahoney, President 1/20/2021





# B.4

## QUALITY CONTROL

### IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

**Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.**

### Area Manager: Gonzalo Regalado

ISA Certification #: WE-9952AT

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

### Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

### Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

### Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

### Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

### Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

### Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

### Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

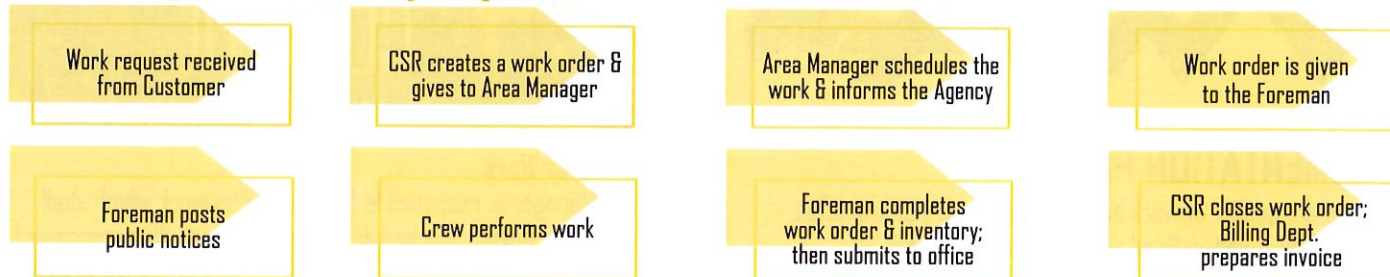
### Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

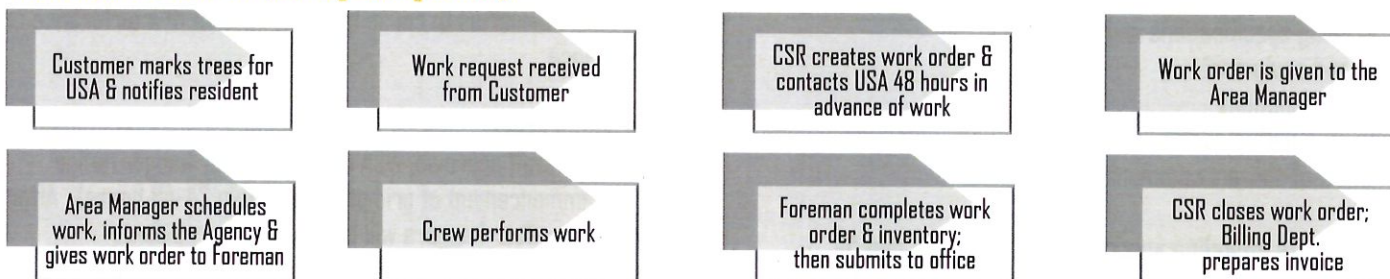


# WORKFLOW TIMELINE

## Grid Pruning Flowchart (30 day Completion)



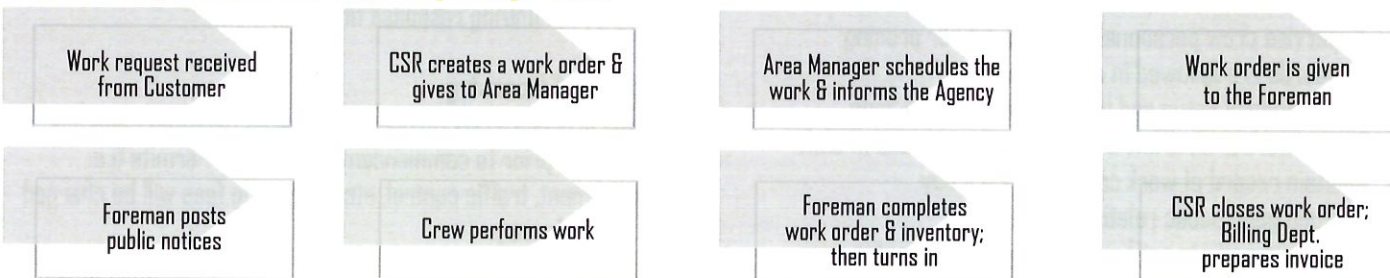
## Removal Flowchart (15 day Completion)



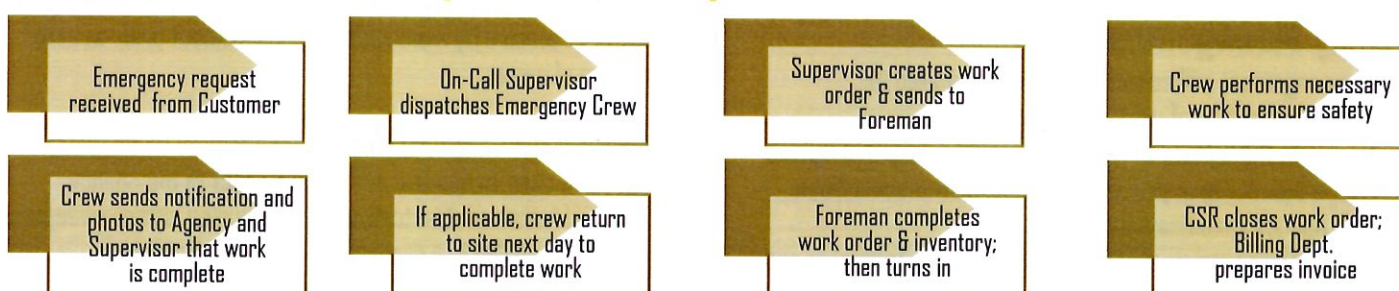
## Planting Flowchart (15 day Completion)



## Service Request Flowchart (15 day Completion)



## Emergency Flowchart (1 Hour Response/ 24 Hour Completion)





## EMERGENCY CONTACTS

TOLL FREE  
**866.546.2369**

in case of emergency  
**after** normal business hours

Leave a message, if you do not receive a  
call back within 10 minutes, call the  
following contacts in order:

**JORGE JIMINEZ**, FOREMAN  
714.863.1559

**JOSE LUIS DELREAL**, SUPERVISOR  
714.231.3342

**GONZALO REGALADO**, AREA MANAGER  
626.255.7618

**ROB THOMPSON**, AREA MANAGER  
714.240.1645

**After** confirmation from on call Manager, you can  
email multiple locations to:  
**LIMBDOWN@WCAINC.COM**

NORMAL BUSINESS HOURS  
**714.991-1900**



## SAMPLE PLANTING DOOR HANGER

A vertical door hanger for a newly planted tree. At the top is a red dashed circle. Below it is a photograph of a young tree with a white support stake. Overlaid on the image are five circular callouts with icons and text: 1. A water drop icon, 'WATER THE TREE once (1) per week during cool months.' 2. A flame icon, 'WATER THE TREE twice (2) per week during warm months.' 3. A 'no' symbol (a circle with a diagonal line), 'PLEASE DO NOT change or adjust the stakes.' 4. A 'no' symbol (an 'X'), 'PLEASE DO NOT adjust the water basin or mulch placed around the tree.' 5. A flame icon, 'KEEP THE TREE FREE of weeds and other plants.' At the bottom is the WCA logo, followed by the text 'Services Provided By: West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806' and the phone number '800.521.3714'. The footer contains the text 'TREE CARE PROFESSIONALS' and 'SERVING COMMUNITIES WHO CARE ABOUT TREES'.

Services Provided By:

West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806

**800.521.3714**

**TREE CARE PROFESSIONALS**  
SERVING COMMUNITIES WHO CARE ABOUT TREES



## Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

## Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

## Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

\*Excluding emergency services.



## Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.





**Modern Fleet consisting of  
1500+ pieces of equipment.**

**B.5**

**COMPLETE  
EQUIPMENT LIST**

## EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

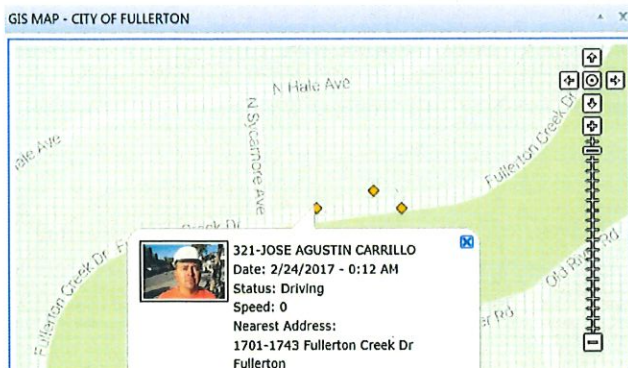
## CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

## Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



## EQUIPMENT LIST SUMMARY:

Pick Up Trucks	338
Aerial Lift Devices	321
95' Aerial Devices	18
Dump Trucks	192
Flat Beds	42
Field Service Trucks	19
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	81
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	51
Saw Mill	3
Log Skidder	1
Back Hoes	1
Brush Chippers	184
Cranes	6
Toyota Prius	7
Toyota Yaris	8
Ford CMAX	4



# B.6

## ADDED VALUE: INVENTORY SOFTWARE

### INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

### SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.



### ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

### LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.



## BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

## SAMPLE MANAGEMENT TOOLS DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

## MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

## SAMPLE SPECIES FREQUENCY REPORT

	Botanical	Common	Total
	Magnolia grandiflora	SOUTHERN MAGNOLIA	4,256
	Ulmus parvifolia	CHINESE ELM	3,857
	Lagerstroemia indica	CRAPE MYRTLE	2,638
	Jacaranda mimosifolia	JACARANDA	1,927
	Cinnamomum camphora	CAMPHOR TREE	1,456
	Pinus canariensis	CANARY ISLAND PINE	1,401
	Schinus terebinthifolius	BRAZILIAN PEPPER	1,129
	Quercus ilex	HOLLY OAK	1,077
	Cupaniopsis anacardioides	CARROTWOOD	905
	Lophostemon confertus	BRISBANE BOX	836
	Other	OTHER	14,330
	Total Trees		33,812

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

## DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value

# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section C – Proposed Staffing





C.1

COMPANY  
PERSONNEL



**Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.**

## INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

## WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

## CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

## CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.



# PROJECT TEAM

# Experience & Resumes



## NICK ALAGO

### Regional Manager/V.P.

ISA Certified Arborist Utility Specialist #WE-4396AU  
TCIA Certified Treecare Safety Professional #250  
ISA Tree Risk Assessment Qualified  
TLC Wildlife Area

Mr. Alago has been with WCA since 1999. He has nearly 35 years' experience in the arboriculture field. He started with WCA as a Foreman and was continuously promoted reaching the status of Area Manager. For over 10 years, he excelled as an Area Manager for the Inland Empire and was promoted in 2020 to Regional Manager. As a Regional Manager for the Los Angeles and Inland Empire areas, he oversees the operations and provides support to the Area Managers. His extensive knowledge of the urban forest is a culmination of experience and continued education as well as certification that is offered in the industry.



## GONZALO REGALADO

### Area Manager

ISA Certified Arborist/ Tree Worker Climber Specialist #WE-9952AT  
ATSSA Traffic Control Technician #459653  
TLC Wildlife Aware

Mr. Regalado has nearly 20 years experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing field operations and crews throughout the Southeast Los Angeles region.



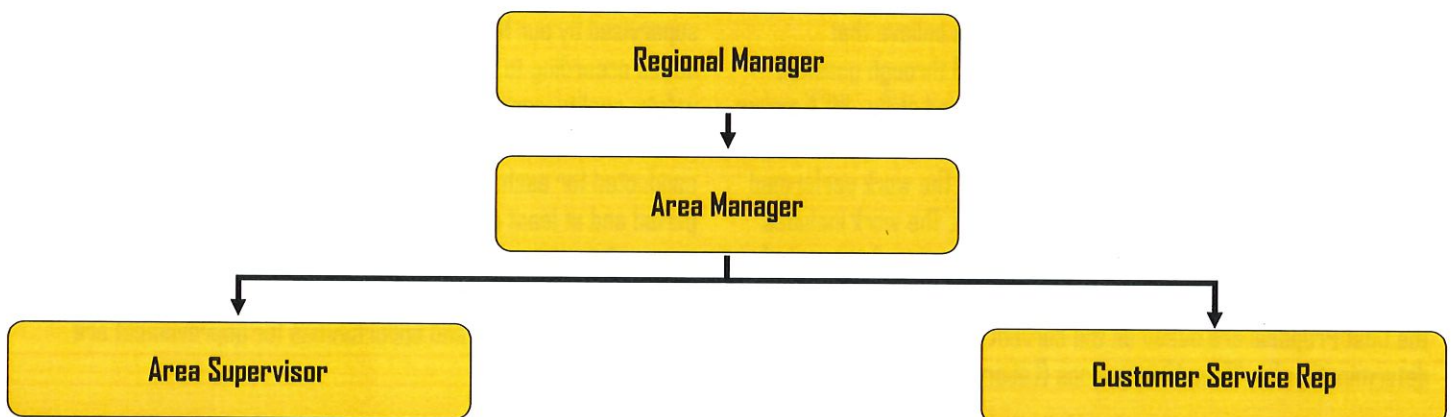
## JOSE DELREAL

### Project Supervisor

ISA Certified Arborist/Tree Worker Climber Specialist # WE-11231AT & TLC Wildlife Aware  
TCIA Certified Treecare Safety Professional #3514  
ISA Tree Risk Assessment Qualified

Mr. DelReal has 8 years of experience working with WCA and currently supervises more than 35 employees in the Southeast Los Angeles region. Responsibilities of the Project Supervisor includes assisting the Area Manager in scheduling, overseeing the crew's daily activities, employee training programs and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

## Organizational Structure





## SUPPORT STAFF

## Meet the Team



### JORGE JIMENEZ

#### Project Foreman

ISA Certified Treeworker Climber #WE-11110T  
TLC Wildlife Aware  
WCA Qualified Arborist, Crewleader & Treeworker  
WCA Qualified Line Clearance Tree Trimmer  
WCA Qualified Stump Grinder Operator

Mr. Jimenez has over 20 years of experience working the arboriculture industry. He began working with WCA in 1998 as a groundman and worked his way up to his current position as Foreman. Mr. Jimenez has experience working with Cities in Southeast Los Angeles County. He has worked in the City of Santa Fe Springs and is familiar with the specific needs of the City. He will be the assigned Foreman for the City.



### TIM CROTHERS

#### Plant Health Care Manager

ISA Board Certified Master Arborist #WE-76558UM  
CA Dept. Pesticide Regulation QAL #145321 B, D  
ISA Tree Risk Assessment Qualified & TLC Wildlife Aware

WCA's PHC program is managed in-house; no subcontracting is used. Our staff is trained and licensed by the CA Dept. of Pesticide Regulation. Mr. Crothers has been with WCA since 2012 and oversees our *in-house* Qualified Applicators (QAL) and Pest Control Advisors (PCA). Our program goes beyond standard chemical applications as Tim has helped WCA develop an efficient Integrated Pest Management program as well. Inspection, diagnosis and treatments are available as needed.



### MARIA ZUNIGA

#### Customer Service Rep. (CSR)

Ms. Zuniga joined WCA in 2019 as a Customer Service Clerk and was quickly promoted to a Customer Service Representative (CSR). As the CSR, Ms. Zuniga is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Zuniga is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc. Maria works directly with all of our customers in the Southeast Los Angeles region.

## EXECUTIVE STAFF

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney  
President



Richard Mahoney  
Secretary



Rose Epperson  
Treasurer



Andrew Trotter  
V.P.—Operations



Chris Crippen  
V.P.—I.T



Victor Gonzalez  
V.P.—Business Development



Randy Thompson  
Vice President



Debbie DePasquale  
Vice President



Michael Palat  
Vice President



Nick Alago  
Vice President



Ernesto Macias  
Vice President



Jason Pinegar  
Vice President



1,000+

Employees

# LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America (LiUNA!).  
Higher Standards + Exemplary Training = Superior Employees

## ISA Certified

87

Arborists

6

Board Certified Master Arborists

150

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.



1

Certified Urban Forester

112

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

50

TCIA Certified Treecare Safety Professionals

10

ISA Municipal Specialists

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

11

NCCCO Certified Crane Operators

## Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain *in-house* CA Dept. of Pesticide licensed Advisors and Applicators.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

Advisor

12

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



95

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

## ISA Board Certified Master Arborists

Michael Palat #WE-6541 BUM

Kelley Gilleran #WE-7061 B

Tim Crothers #WE-7655 BUM

Cris Falco #WE-7490 B

Glenn Reeve #WE-10177 B

Eugene Bordson #WE-10777BT

asca | RCA

3 ASCA Consulting Arborists: **Cris Falco** RCA #557 • **Cris Falco**, RCA #557  
**Tim Crothers**, RCA #721



## WCA's ISA Certified Arborists

Employee Name	Cert #	JOSE M. CORTES TORRES	<u>WE-8539AUT</u>
ADAN BALTAZAR REYNAGA	<u>WE-7786AT</u>	JOSE M. MUNIZ GARCIA	
ANDREW JOSEPH PINEDA	<u>WE-12738A</u>	JOSE M. CHAVARRIA MANZO	<u>WE-11210AT</u>
ANDREW R. TROTTER	<u>WE-0842AU</u>	JOSE MANUEL PEREZ	<u>WE-0818AT</u>
BENJAMIN EUGENE BORDSON	<u>WE-10777A</u>	JOSEPH BARTOLO	<u>WE-2034AU</u>
BRIAN C. KIRKEGAARD	<u>WE-10476AT</u>	JOSEPH NICK ALAGO	<u>WE-4396AU</u>
BRIAN M. KOCH	<u>WE-0341A</u>	JUAN ORTIZ	<u>WE-8514AT</u>
CALVIN F. HAUPT	<u>WE-7634A</u>	JULIO C. GARCIA VAZQUEZ	<u>WE-1175AT</u>
CURTIS PATRICK WORTH	<u>WE-10972AUT</u>	JUSTIN LEE MENZEL	<u>WE-1175SA</u>
DANE JENSEN	<u>WE-12014A</u>	KANAMI MARIE OTANI	
DANIEL CHAVARRIA	<u>WE-10292AT</u>	KRIS BURBIDGE	<u>WE-9566AUM</u>
DANIEL MAHONEY	<u>WE-10434A</u>	LEONARDO RAMOS	<u>WE-11264AT</u>
DEBORAH DEPASQUALE	<u>WE-3812A</u>	LEONEL CORTEZ	<u>WE-8625AT</u>
EDIBERTO SERNA SALAZAR	<u>WE-11051AT</u>	LORENZO PEREZ	<u>WE-7443AT</u>
EDUARDO VARGAS	<u>WE-11058AT</u>	MANUEL BRIANO	<u>WE-8791AT</u>
ELOY MARQUEZ	<u>WE-11568AT</u>	MARGO A. PADILLA JIMENEZ	<u>WE-8621AT</u>
ERNESTO J. F. MACIAS	<u>WE-7120AUM</u>	MARIA MUÑOZ-CAMPOS	<u>WE-8267A</u>
FELIX HERNANDEZ	<u>WE-2037AT</u>	MARIO A. GONZALEZ	<u>WE-13119A</u>
FERNANDO MENDOZA	<u>WE-10135AM</u>	MATEO ARVIZU	<u>WE-10151AT</u>
FRANCIS LEO MALABUYOC	<u>WE-12279AT</u>	MICHAEL ALAN DA SILVA II	<u>WE-12483A</u>
GERARDO VICENTE CORONEL	<u>WE-12740A</u>	MICHAEL ANTHONY HUNES	<u>WE-12943A</u>
GERARDO PEREZ	<u>WE-9131AT</u>	MICHAEL LOUIS YOUNG	<u>WE-11687AT</u>
GERARDO MARTINEZ GARCIA	<u>WE-11358A</u>	MITCHELL ANDREW OWENS	<u>WE-12619AT</u>
GONZALO REGALADO	<u>WE-9952AT</u>	NESTOR VALENCIA	<u>WE-11359A</u>
HECTOR MONTES	<u>WE-8079AUT</u>	PATRICK D. MAHONEY	<u>WE-1172A</u>
HERMINIO PADILLA	<u>WE-7552AUTM</u>	RANDY J. THOMPSON	<u>WE-1043A</u>
HUGO ANGEL RINCON	<u>WE-8710AT</u>	REBECCA A. MEJIA	<u>WE-2355A</u>
IGNACIO LOPEZ	<u>WE-7329AU</u>	RENE ROSALES	<u>WE-7941AT</u>
ISAAC GARZA, JR.	<u>WE-8689A</u>	RICHARD R. MAHONEY	<u>WE-1171A</u>
ISAIAS BARAJAS MACIAS	<u>WE-10979AT</u>	ROBERT A. WRIGHTSON	<u>WE-10411A</u>
ISIDRO ESTRADA BARBOZA	<u>WE-11685A</u>	ROBERT D. THOMPSON	<u>WE-0915AU</u>
J. ALONSO GARCIA-LOPEZ	<u>WE-8499A</u>	ROSE M. EPPERSON	<u>WE-1045A</u>
JAIME ROGELIO HERNANDEZ	<u>WE-5297AT</u>	RYAN R. COLBERT	<u>WE-13154A</u>
JAMES PAUL SPECK II	<u>WE-10858AT</u>	SAMUEL JIMENEZ	<u>WE-1109AT</u>
JASON PINEGAR	<u>WE-2039AU</u>	SEAN PATRICK SULLIVAN	<u>WE-10050AT</u>
JASON ROSS DAVLIN	<u>WE-7628A</u>	SHAWN A. GUZIK	<u>WE-3182AU</u>
EFFERY B. WILLIAMS	<u>WE-1100AT</u>	STEFAN B. KALLENBERG	<u>WE-10730AT</u>
JEREMY PAUL PIERCE	<u>WE-12566A</u>	STEPHEN GLENN DAVIS, JR.	<u>WE-10894ATM</u>
JOEL LOPEZ	<u>WE-10871AT</u>	STEVE B. HUNT	<u>WE-1044AT</u>
JOHN LEE PINEDA	<u>WE-10367AUT</u>	TIMOTHY R. PATTERSON	<u>WE-12037A</u>
JORGE MAGANA	<u>WE-3460A</u>	VICTOR M. GONZALEZ	<u>WE-7175AM</u>
JOSE ALFREDO GONZALEZ	<u>WE-8475AT</u>	WALLACE BURCH	<u>WE-0713AT</u>
JOSE INEZ MANCILLA	<u>WE-10983TA</u>	WILLIAM STEVE PONCE	<u>WE-8461A</u>
JOSE LUIS ABALOS	<u>WE-8734A</u>		
JOSE LUIS DELREAL	<u>WE-11231AT</u>		

ADAN RODRIGUEZ	<u>WE-11281T</u>	BRIAN YOUNG NORTON	<u>WE-12678T</u>
ADOLFO S. RUIZ	<u>WE-11294T</u>	CANDELARIO PRIEGO	<u>WE-12781T</u>
ALFREDO ANGEL LOPEZ	<u>WE-11334T</u>	CARLOS IXTA	<u>WE-11106T</u>
ANDRES ROMAN	<u>WE-11285T</u>	CARLOS LEYVA BARAJAS	<u>WE-12620T</u>
ANTHONY DOUGLAS FONG II	<u>WE-12051T</u>	CARLOS RAMOS	<u>WE-11263T</u>
ANTONIO CASTELLANOS	<u>WE-11203T</u>	CELEDONIO R. MANZANO OLEA	<u>WE-10984T</u>
ANTONIO GARCIA CONTRERAS	<u>WE-11173T</u>	CELESTINO PEREZ	<u>WE-11243T</u>
ARIEL ALONSO	<u>WE-10906T</u>	CESAR WENCESLAD	<u>WE-10968T</u>
ARMANDO SOTO	<u>WE-11131T</u>	DANIEL RIVAS	<u>WE-10850T</u>
ARMANDO D. LOPEZ	<u>WE-10953T</u>	DELFINO AGUILAR-MORALES	<u>WE-10900T</u>
AURELIO PAZ-GUZMAN	<u>WE-11084T</u>	DEMETRIO LIRA	<u>WE-11323T</u>
BRIAN YOUNG NORTON	<u>WE-12678T</u>	DEMETRIO OSEGUERA	<u>WE-11043T</u>

## WCA's ISA Certified Tree Worker/Climbers

Employee Name	Cert #	JOSE M. MUNIZ GARCIA	<u>WE-11686T</u>
EDIBERTO SERNA SALAZAR	<u>WE-11051T</u>	JOSE M. CHAVARRIA MANZO	<u>WE-11210AT</u>
EDUARDO AVILA	<u>WE-10812T</u>	JOSE MANUEL PEREZ	<u>WE-0818AT</u>
EDUARDO E. DAVILA LOPEZ	<u>WE-13260L</u>	JOSE R. GRANADOS	<u>WE-11186T</u>
EDUARDO HERNANDEZ	<u>WE-12917T</u>	JUAN BECERRA	<u>WE-10932T</u>
EDUARDO VARGAS	<u>WE-11058AT</u>	JUAN MARQUEZ	<u>WE-10987T</u>
EDWIN ANTONIO FUENTES	<u>WE-12777T</u>	JUAN ORTIZ	<u>WE-8514AT</u>
ELIGIO IBARRA CARDOSO	<u>WE-11197T</u>	JUAN TELLEZ TAPIA	<u>WE-11137T</u>
ELOY MARQUEZ	<u>WE-11566AT</u>	JUAN AMADOR ARCE	<u>WE-11480T</u>
ERNESTO GONSALEZ	<u>WE-11461T</u>	JUAN C. LOPEZ GARCIA	<u>WE-12918T</u>
FAUSTO GUZMAN	<u>WE-11083T</u>	JUAN C. PENA-ARIAS	<u>WE-11327T</u>
FELIX GARCIA	<u>WE-11170T</u>	JUAN C. TORRES-COVARRUBIAS	<u>WE-12343T</u>
FELIX HERNANDEZ	<u>WE-2037AT</u>	JULIO C. GARCIA VAZQUEZ	<u>WE-11175T</u>
FRANCIS LEO MALABUYOC	<u>WE-12279T</u>	KYLE JAMES VIGNEAU	<u>WE-10962T</u>
FRANCISCO LOPEZ	<u>WE-10952T</u>	LEONARDO RAMOS	<u>WE-11264T</u>
FRANCISCO RAMIREZ	<u>WE-11259T</u>	LEONEL CORTEZ	<u>WE-8625AT</u>
FRANCISCO VILLANUEVA	<u>WE-10965T</u>	LETUSA MUJAU, JR.	<u>WE-11021T</u>
FRANCISCO F. WENCESLAD	<u>WE-10969T</u>	LORENZO PEREZ	<u>WE-7443AT</u>
BARAJAS		LUIS A. MUÑOZ RAMIREZ	<u>WE-11023T</u>
FRANCISCO URENA JIMENEZ	<u>WE-11075T</u>	LUIS P. PEREZ	<u>WE-11245T</u>
GABRIEL GAMINO	<u>WE-11167T</u>	MANUEL BARRAGAN	<u>WE-10925T</u>
GABRIEL MERCADO RUIZ	<u>WE-11568T</u>	MANUEL BRIANO	<u>WE-8791AT</u>
GAMALIEL MANZANO CORONA	<u>WE-12280T</u>	MARCO A. PADILLA JIMENEZ	<u>WE-8621AT</u>
GEORGE HERNANDEZ PEREZ	<u>WE-12269T</u>	MARCOS RICHARD-MARTINEZ	<u>WE-10989T</u>
GERARDO PEREZ	<u>WE-9131AT</u>	MARCOS ALEJANDRO GAMINO	<u>WE-11482T</u>
GERARDO A. ORJUNO	<u>WE-11036T</u>	MATEO ARVIZU	<u>WE-10151AT</u>
GERARDO MARTINEZ GARCIA	<u>WE-10997T</u>	MELCHOR LEMUS	<u>WE-11237T</u>
GLENN O. WHITLOCK REEVE	<u>WE-10177BTM</u>	MICHAEL ALAN DA SILVA II	<u>WE-12207T</u>
GONZALO REGALADO	<u>WE-9952AT</u>	MICHAEL LOUIS YOUNG	<u>WE-11687AT</u>
HECTOR MONTES	<u>WE-8079AUT</u>	MIGUEL AYALA	<u>WE-10924T</u>
HERIBERTO CORONEL WENCESLAD	<u>WE-11218T</u>	MIGUEL MACIAS	<u>WE-10978T</u>
HERMINIO PADILLA	<u>WE-7552AUTM</u>	MITCHELL ANDREW OWENS	<u>WE-12619T</u>
HUGO ANGEL RINCON	<u>WE-8710AT</u>	NELSON R. AGUIRRE	<u>WE-10901T</u>
HUMBERTO CHAVARRIA	<u>WE-11207T</u>	NICOLAS GODINA	<u>WE-11907T</u>
ISAIAS BARAJAS MACIAS	<u>WE-10979AT</u>	OSCAR GUTIERREZ	<u>WE-12783T</u>
ISRAEL A. RAMIREZ	<u>WE-11567T</u>	PEDRO CUEVAS	<u>WE-11765T</u>
J. SOCORRO GARCIA	<u>WE-11172T</u>	PEDRO GARCIA	<u>WE-11168T</u>
JAIME ROGELIO HERNANDEZ	<u>WE-5297AT</u>	PEDRO SANDOVAL	<u>WE-11301T</u>
JAMES PAUL SPECK II	<u>WE-10858AT</u>	PEDRO ADALBERTO HERNANDEZ	<u>WE-11095T</u>
JEFFERY B. WILLIAMS	<u>WE-1100AT</u>	ALTAMIRANO	
JESUS A. MONTES	<u>WE-11047T</u>	RAMON ZUNIGA GOMEZ	<u>WE-10977T</u>
JESUS M. SARABIA PENA	<u>WE-11450T</u>	RANULFO PERALTA CASTANEDA	<u>WE-11202T</u>
JOEL LOPEZ	<u>WE-10871AT</u>	RAUL MANZO HERNANDEZ	<u>WE-10985T</u>
JOEL MARTINEZ	<u>WE-10992T</u>	RAUL TELLEZ TAPIA	<u>WE-11138T</u>
JOEL ORTIZ	<u>WE-11039T</u>	RENE ROSALES	<u>WE-7941AT</u>
JOEL M. RIVERA	<u>WE-11273T</u>	ROBERT EDWARD KNIGHT	<u>WE-11564T</u>
JOHN LEE PINEDA	<u>WE-10367AUT</u>	ROMUALDO GAETA LUNA	<u>WE-11165T</u>
JORGE ARREOLA-HERNANDEZ	<u>WE-11321T</u>	SALOMON SILVA	<u>WE-11053T</u>
JORGE DUENAS	<u>WE-11144T</u>	SALUSTIO SANCHEZ ARROYO	<u>WE-11462T</u>
JORGE JIMENEZ	<u>WE-11101T</u>	SAMUEL JIMENEZ	<u>WE-11109T</u>
JOSAFAT MONTOYA	<u>WE-11015T</u>	SANTOS MACIAS LEMUS	<u>WE-10980T</u>
JOSE AGUAYO	<u>WE-10899T</u>	SEAN PATRICK SULLIVAN	<u>WE-10050AT</u>
JOSE JIMENEZ	<u>WE-11108T</u>	SERGIO LOPEZ-RIVERA	<u>WE-10957T</u>
JOSE JIMENEZ HERNANDEZ	<u>WE-11113T</u>	SERGIO MACIAS-PEREZ	<u>WE-10920T</u>
JOSE RODRIGUEZ	<u>WE-11277T</u>	TREVOR SCOTT SMITH(E2859)	<u>WE-11903T</u>
JOSE A. ALVAREZ	<u>WE-10908T</u>	TRISTON JAMES POWERS(E3662)	<u>WE-12211T</u>
JOSE ABEL CANCINO	<u>WE-11192T</u>	VENTURA GOMEZ	<u>WE-11180T</u>
JOSE AGUSTIN CARRILLO	<u>WE-11200T</u>	VINCENT MICHAEL TANKERSLEY	<u>WE-12793T</u>
JOSE ALEJANDRO VALENZUELA	<u>WE-11674T</u>		
JOSE ALFREDO GONZALEZ	<u>WE-8475AT</u>		
JOSE DE JESUS PINEDO	<u>WE-12277T</u>		
JOSE INEZ MANCILLA	<u>WE-10983T</u>		

## SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

## SAFETY TRAINING PROGRAMS

**Jobsite Briefing** - Conducted each work day.

**Weekly Tailgate** - Meetings held for each crew.

**On the Job Training** - New employees are assigned a "buddy" with experience to assist them.

**Video Training** - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

**Safety Crew Lunch** - This program rewards employees company-wide quarterly.

**Safety Team** - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

**Injury & Illness Prevention** - Integral program to WCA's overall safety program.

**Leadership Training** - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

**Certification Training** - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.

WCA EMPLOYEE SAFETY IMPROVEMENT ACTION		WCA SAFETY RULES AND SAFE WORK PRACTICES	
Issued To: _____		<b>GENERAL SAFETY RULES</b> It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow:	
Issued By: _____		<ul style="list-style-type: none"><li>Report all injuries to management immediately, no matter how minor.</li><li>Learn the hazards of your job by discussing them in detail with your Supervisor.</li><li>When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and plan their avoidance.</li><li>Report all new hazards to the attention of your Foreman or Supervisor.</li><li>Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficiencies.</li><li>Check equipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions to the Foreman.</li><li>Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position or the job task.</li><li>Avoid the use of equipment and machinery that are defective.</li><li>Become familiar with the performance limitations of your tools and/or machines.</li><li>A clean and orderly workplace is a safe place.</li><li>Provide suggestions concerning safety to your Supervisor or Manager.</li><li>Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles.</li><li>Know the location of fire and safety exits.</li></ul>	
<b>DEVIATIONS FROM COMPANY POLICY</b> (explain where appropriate):		<b>PERSONAL SAFETY</b> <ul style="list-style-type: none"><li>Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injury to his fellow workers and others.</li><li>Be prepared to perform your job. Do not come to work fatigued or hung over.</li><li>Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol.</li><li>Do not speed while driving. Always walk, do not run in work areas.</li><li>Horreplay, practical jokes or sports activities are forbidden at all times.</li><li>Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt.</li><li>Observe all warning, caution, and danger signs as well as safety and health notices.</li><li>No loose clothing or dangling jewelry (i.e. earrings, chains, necklaces, bracelets, etc.) can be worn while working in production areas.</li><li>Smoking is restricted to designated areas only.</li><li>Learn the location of first aid kits and fire suppression equipment in your work area.</li></ul>	
<b>Personal Protective Equipment:</b>	<b>Work Practices:</b>	<b>EQUIPMENT AND MACHINERY SAFETY</b> <ul style="list-style-type: none"><li>Do not attempt to clear jams while machines are in operation. MACHINES MUST BE TURNED OFF!</li><li>Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged.</li><li>Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it.</li><li>Unauthorized use of equipment is prohibited.</li><li>Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job.</li><li>Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.</li><li>Do not put your hands or any part of your body into moving equipment at any time.</li><li>No one other than the driver is allowed to ride on a forklift or loader - This means NO PASSENGERS!</li><li>Employees will not stand or jump over machinery or conveyor belts.</li><li>Nothing is to be placed within three (3) feet of the electrical panels and transformers.</li><li>Equipment shall only be used for its specified purpose.</li><li>Use a ladder when required. Do not climb machinery.</li><li>Electrical power extension cords must be grounded and in good condition.</li></ul>	
<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Inadequate		
<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Improper		
<input type="checkbox"/> Eye/Face Protection	<input type="checkbox"/> Inadequate		
<input type="checkbox"/> Leg Protection	<input type="checkbox"/> Improper		
<input type="checkbox"/> Work Clothing	<input type="checkbox"/> Improper		
<input type="checkbox"/> Footwear	<input type="checkbox"/> Improper		
<input type="checkbox"/> Climbing Saddle	<input type="checkbox"/> Improper		
<input type="checkbox"/> Ropes	<input type="checkbox"/> Worked On		
<input type="checkbox"/> Lanyard/Snaps/Etc.	<input type="checkbox"/> Unapproved		
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____		
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____		
<b>Equipment:</b>	<b>Explanation:</b>		
<input type="checkbox"/> Truck - Driving			
<input type="checkbox"/> Seatbelt Not Fastened			
<input type="checkbox"/> Equipment Misuse - explain below			
<input type="checkbox"/> Key Left In Ignition			
<input type="checkbox"/> Wheels Not Chocked			
<input type="checkbox"/> Misuse of Hand Tools			
<input type="checkbox"/> Misuse of Power Tools			
<input type="checkbox"/> Improper Tools Used Near Electrical Conductors			
<input type="checkbox"/> Other _____			
<input type="checkbox"/> Other _____			
Has the employee previously been trained in this aspect of company policy?			
If Yes, how were they trained? (verbal/video/OJT, etc.):			
Corrective Action for Employee: _____			
Date of Compliance: _____ Acknowledged By: _____			
Company Disciplinary Action Taken _____			
Comments: _____			
(Describe potential penalty for repeat violations per company policy)			
Distribution:	Employee _____	Manager _____	Foreman _____
* THIS SERVES AS NOTICE TO THE EMPLOYEE THAT HE/SHE HAS VIOLATED A COMPANY POLICY			

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.



# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section D – Subcontractors

*No subcontractors to be used.*

# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section E – Bid Schedule



**BID SCHEDULE****TREE MAINTENANCE SERVICES****IN THE CITY OF SANTA FE SPRINGS**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>GRID TREE PRUNING</b>					
1.	Grid Tree Trimming	2,500	EA	\$ 69.00	\$ 172,500.00
<b>GPS TREE INVENTORY / ONLINE MAINTENANCE ACCESS</b>					
2.	GPS Tree Inventory and Software	1	LS		\$ 0.00
<b>SPECIAL REQUEST TREE PRUNING IN DBH</b>					
3.	Extra Small Trees (0"-6")	1	EA	\$ 69.00	
4.	Small Trees (7"-12")	1	EA	\$ 94.00	
5.	Medium Trees (13"-24")	1	EA	\$ 194.00	
6.	Large Trees (25"-30")	1	EA	\$ 194.00	
7.	Extra Large Trees (>31")	1	EA	\$ 294.00	
8.	Palm Trees	1	EA	\$ 94.00	
9.	Pine Trees	1	EA	\$ 324.00	
<b>SPECIAL REQUEST TREE REMOVAL IN DBH</b>					
10.	Extra Small Trees (0"-6")	1	EA	\$ 184.00	
11.	Small Trees (7"-12")	1	EA	\$ 384.00	
12.	Medium Trees (13"-24")	1	EA	\$ 784.00	
13.	Large Trees (25"-30")	1	EA	\$ 784.00	
14.	Extra Large Trees (>31")	1	EA	\$ 984.00	
<b>SPECIAL REQUEST STUMP REMOVAL IN DBH</b>					
15.	Extra Small Trees (0"-6")	1	EA	\$ 74.00	
16.	Small Trees (7"-12")	1	EA	\$ 104.00	
17.	Medium Trees (13"-24")	1	EA	\$ 174.00	
18.	Large Trees (25"-30")	1	EA	\$ 194.00	
19.	Extra Large Trees (>31")	1	EA	\$ 194.00	

**ADDITIONAL SERVICES BID PRICE FORM****TREE MAINTENANCE SERVICES****EXTRA WORK AND EMERGENCY RESPONSE**

ITEM		UNIT	PRICE
NO.	DESCRIPTION		
1.	Emergency Call-out (3-man crew w/equipment)	HOUR	\$ <u>345.00</u>
2.	Labor Rate	HOUR	\$ <u>95.00</u>
3.	Crew Rental (3-man crew w/equipment)	HOUR	\$ <u>285.00</u>
4.	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	\$ <u>184.00</u>
5.	Tree Injection	PER INJECTION	\$ <u>44.00</u>
6.	Arborist Services / Tree Inspection	HOUR	\$ <u>164.00</u>

**\*NOTE: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out for Tree Maintenance Services.**

# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section F – Client References



REFERENCES

Please list a minimum of three references for tree maintenance services that Contractor has completed under a contract awarded by the indicated Agency to Contractor within the past thirty-six (36) months. Include the Agency's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

Complete information is important. Contractor qualifications and experience as well as quality, fitness and capacity of Contractor will be used as evaluation criteria and a determining factor in award of contract recommendation by the City Engineer. **A lack of references or unsuitable summary of past performance as reported by references, may be considered by AGENCY as sufficient reason to reject bid(s).**

1. Agency: City of Norwalk  
 Address: 12700 Norwalk Blvd., Norwalk, CA 90650  
 Phone No.: (562) 929-5511 Contact: Joe Garcia, Maintenance Supervisor  
 Project: Annual Tree Maintenance Year Completed 1997 - Present
  
2. Agency: City of Whittier  
 Address: 13230 Penn St., Whittier, CA 90602  
 Phone No.: (562) 464-3375 Contact: Wayne McBurney, Tree Maint. Supervisor  
 Project: Tree Maintenance Services Year Completed 2005 - Present
  
3. Agency: County of Los Angeles  
 Address: 38126 N. Sierra Highway, Palmdale, CA 93550  
 Phone No.: (661) 974-7173 ext. 257 Contact: Nathan Birdwell, Tree Superintendent  
 Project: Tree Trimming Services Year Completed 2010 - Present
  
4. Agency: City of Alhambra  
 Address: 111 S. First Street, Alhambra, CA 91801  
 Phone No.: (626) 308-4874 Contact: Janell Mathani  
 Project: Tree Maintenance Services Year Completed 1997 - Present

**NOTE: The Contractor may attach previously prepared reference sheets in lieu of completing this form.**

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

# F.1

## CLIENT REFERENCES

### CITY OF NORWALK - SINCE 1997



WCA performs various tree maintenance services for the City. The City is currently on a 3 year maintenance cycle which includes major arterials, residential areas, parks, and facilities. WCA maintains all tree maintenance records in ArborAccess.

**ANNUAL BUDGET:** \$435,000

**CONTACT:** Joe Garcia, Maintenance Supervisor

**ADDRESS:** 12700 Norwalk Blvd., Norwalk, CA 90650

**PHONE:** (562) 929-5511

**EMAIL:** jgarcia@ci.norwalk.ca.us

### CITY OF WHITTIER - SINCE 2005



WCA performs various tree maintenance services for the City and maintains the work records for 22,623 city-owned tree sites including parkway, parks, facilities. The City of Whittier is currently on a 5 year grid trim maintenance cycle. Emergency response is also provided.

**ANNUAL BUDGET:** \$1,000,000

**CONTACT:** Wayne McBurney, Tree Maintenance Supv.

**ADDRESS:** 13230 Penn St., Whittier, CA 90602

**PHONE:** (562) 464-3375

**EMAIL:** wmcburney@cityofwhittier.org

### COUNTY OF LOS ANGELES - SINCE 2010



WCA trims nearly 25,000 trees of the county's 500,000 tree population annually. We also perform tree removals and tree planting on an as-needed basis. Part of our work requirements include palm tree inspection and bird nesting inspections as work is performed.

**ANNUAL BUDGET:** \$8,000,000

**CONTACT:** Nathan Birdwell, Tree Superintendent

**ADDRESS:** 38126 N. Sierra Highway, Palmdale, CA 93550

**PHONE:** (661) 974-7173 x. 257

**EMAIL:** nbirdwell@dpw.lacounty.gov

### CITY OF ALHAMBRA - SINCE 1997



WCA performs tree maintenance in several areas including blocks, medians, trails, facilities and parks. WCA assisted the City in developing a Master Plan for the urban forest. In 2012 the GPS inventory was updated to reflect the circumstantial changes effected by the storm damage in 2011.

**ANNUAL BUDGET:** \$550,000

**CONTACT:** Janell Mathani

**ADDRESS:** 111 S. First Street, Alhambra, CA 91801

**PHONE:** (626) 308-4874

**EMAIL:** jmathani@cityofalhambra.org

### CITY OF BELLFLOWER - SINCE 2002



WCA performs various tree maintenance services for the City. The City is currently on a 4-year maintenance cycle which includes major arterials, residential areas, parks, and facilities. WCA maintains all tree maintenance records in ArborAccess. Emergency response is also provided.

**ANNUAL BUDGET:** \$380,000

**CONTACT:** Frank Preciado

**ADDRESS:** 9944 Flora Vista Street, Bellflower, CA 90706

**PHONE:** (562) 804-1424

**EMAIL:** fpreciado@bellflower.org



# EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS  
 CITY OF ALAMEDA  
 CITY OF ALHAMBRA  
 CITY OF ANAHEIM  
 CITY OF ARTESIA  
 CITY OF AZUSA  
 CITY OF BALDWIN PARK  
 CITY OF BELL  
 CITY OF BELLFLOWER  
 CITY OF BEVERLY HILLS  
 CITY OF BREA  
 CITY OF BRENTWOOD  
 CITY OF BUENA PARK  
 CITY OF BURBANK  
 CITY OF CAMARILLO  
 CITY OF CARLSBAD  
 CITY OF CARMEL-BY-THE-SEA  
 CITY OF CARPINTERIA  
 CITY OF CARSON  
 CITY OF CERRITOS  
 CITY OF CHINO HILLS  
 CITY OF CHOWCHILLA  
 CITY OF CHULA VISTA  
 CITY OF CITRUS HEIGHTS  
 CITY OF CLAREMONT  
 CITY OF COACHELLA  
 CITY OF CONCORD  
 CITY OF CORONA  
 CITY OF CORONADO  
 CITY OF COSTA MESA  
 CITY OF COVINA  
 CITY OF CULVER CITY  
 CITY OF DANA POINT  
 CITY OF DAVIS  
 CITY OF DEL MAR  
 CITY OF DIAMOND BAR  
 CITY OF DUARTE  
 CITY OF EL CAJON  
 CITY OF EL CERRITO  
 CITY OF ENCINITAS  
 CITY OF FILLMORE  
 CITY OF FONTANA  
 CITY OF FRESNO  
 CITY OF FULLERTON  
 CITY OF GARDEN GROVE  
 CITY OF GARDENA  
 CITY OF GILROY  
 CITY OF GLENDALE  
 CITY OF GLENDORA  
 CITY OF HUNTINGTON BEACH  
 CITY OF IMPERIAL BEACH

CITY OF INDIO  
 CITY OF IRVINDALE  
 CITY OF LA CANADA FLINTRIDGE  
 CITY OF LA HABRA  
 CITY OF LA MESA  
 CITY OF LA MIRADA  
 CITY OF LA PALMA  
 CITY OF LA PUENTE  
 CITY OF LA VERNE  
 CITY OF LAGUNA BEACH  
 CITY OF LAGUNA HILLS  
 CITY OF LAGUNA NIGUEL  
 CITY OF LAKE ELSINORE  
 CITY OF LAKEWOOD  
 CITY OF LODI  
 CITY OF LOMITA  
 CITY OF LOMPOC  
 CITY OF LONG BEACH  
 CITY OF LOS ALAMITOS  
 CITY OF LOS ALTOS  
 CITY OF LOS ANGELES  
 CITY OF MADERA  
 CITY OF MANHATTAN BEACH  
 CITY OF MAYWOOD  
 CITY OF MENLO PARK  
 CITY OF MILPITAS  
 CITY OF MISSION VIEJO  
 CITY OF MONROVIA  
 CITY OF MONTECLAIR  
 CITY OF MONTEBELLO  
 CITY OF MONTEREY  
 CITY OF MONTEREY PARK  
 CITY OF MOORPARK  
 CITY OF MORENO VALLEY  
 CITY OF MORGAN HILL  
 CITY OF MOUNTAIN VIEW  
 CITY OF MURRIETA  
 CITY OF NEWARK  
 CITY OF NORCO  
 CITY OF NORWALK  
 CITY OF OAKLEY  
 CITY OF OCEANSIDE  
 CITY OF ONTARIO  
 CITY OF ORANGE  
 CITY OF OXNARD  
 CITY OF PALO ALTO  
 CITY OF PARAMOUNT  
 CITY OF PERRIS  
 CITY OF PLACENTIA  
 CITY OF PLEASANTON  
 CITY OF POMONA  
 CITY OF PORTERVILLE  
 CITY OF POWAY  
 CITY OF RANCHO PALOS VERDES

CITY OF REDLANDS  
 CITY OF RIALTO  
 CITY OF RIVERSIDE  
 CITY OF ROSEMEAD  
 CITY OF ROSEVILLE  
 CITY OF SACRAMENTO  
 CITY OF SAN BERNARDINO  
 CITY OF SAN DIEGO  
 CITY OF SAN DIMAS  
 CITY OF SAN FERNANDO  
 CITY OF SAN GABRIEL  
 CITY OF SAN JACINTO  
 CITY OF SAN JOSE  
 CITY OF SAN JUAN CAPISTRANO  
 CITY OF SAN MARCOS  
 CITY OF SAN RAMON  
 CITY OF SANTA ANA  
 CITY OF SANTA BARBARA  
 CITY OF SANTA CLARA  
 CITY OF SANTA FE SPRINGS  
 CITY OF SANTA MARIA  
 CITY OF SANTA MONICA  
 CITY OF SANTA PAULA  
 CITY OF SANTEE  
 CITY OF SIERRA MADRE  
 CITY OF SIGNAL HILL  
 CITY OF SOLANA BEACH  
 CITY OF SOUTH PASADENA  
 CITY OF SOUTH SAN FRANCISCO  
 CITY OF STOCKTON  
 CITY OF SUNNYVALE  
 CITY OF TEMECULA  
 CITY OF TEMPLE CITY  
 CITY OF THOUSAND OAKS  
 CITY OF TORRANCE  
 CITY OF TRACY

CITY OF TULARE  
 CITY OF TUSTIN  
 CITY OF UNION CITY  
 CITY OF UPLAND  
 CITY OF VENTURA  
 CITY OF VICTORVILLE  
 CITY OF VISALIA  
 CITY OF VISTA  
 CITY OF WALNUT  
 CITY OF WEST COVINA  
 CITY OF WEST HOLLYWOOD  
 CITY OF WEST SACRAMENTO  
 CITY OF WHITTIER  
 CITY OF WOODLAND  
 CITY OF YORBA LINDA  
 COUNTY OF ALAMEDA  
 COUNTY OF COLUSA  
 COUNTY OF CONTRA COSTA  
 COUNTY OF FRESNO  
 COUNTY OF LOS ANGELES  
 COUNTY OF MONTEREY  
 COUNTY OF ORANGE  
 COUNTY OF RIVERSIDE  
 COUNTY OF SAN BERNARDINO  
 COUNTY OF SAN DIEGO  
 COUNTY OF SAN JOAQUIN  
 COUNTY OF TULARE  
 COUNTY OF YOLO  
 TOWN OF ATHERTON  
 TOWN OF LOS GATOS



## FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 1,375,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 1,000,000.00
City of Glendale	Since 2015	\$ 1,056,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 1,200,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City of Santa Ana	Since 2015	\$ 1,082,000.00
City of Santa Monica	Since 2011	\$ 1,723,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 1,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

### EXPERIENCE (SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage prestigious Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

*WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.*



# CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

## Section G – Rights to Materials

***Statement:***

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

**EXHIBIT C**  
**FEE SCHEDULE**



**BID SCHEDULE****TREE MAINTENANCE SERVICES****IN THE CITY OF SANTA FE SPRINGS**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>GRID TREE PRUNING</b>					
1.	Grid Tree Trimming	2,500	EA	\$ 69.00	\$ 172,500.00
<b>GPS TREE INVENTORY / ONLINE MAINTENANCE ACCESS</b>					
2.	GPS Tree Inventory and Software	1	LS		\$ 0.00
<b>SPECIAL REQUEST TREE PRUNING IN DBH</b>					
3.	Extra Small Trees (0"-6")	1	EA	\$ 69.00	
4.	Small Trees (7"-12")	1	EA	\$ 94.00	
5.	Medium Trees (13"-24")	1	EA	\$ 194.00	
6.	Large Trees (25"-30")	1	EA	\$ 194.00	
7.	Extra Large Trees (>31")	1	EA	\$ 294.00	
8.	Palm Trees	1	EA	\$ 94.00	
9.	Pine Trees	1	EA	\$ 324.00	
<b>SPECIAL REQUEST TREE REMOVAL IN DBH</b>					
10.	Extra Small Trees (0"-6")	1	EA	\$ 184.00	
11.	Small Trees (7"-12")	1	EA	\$ 384.00	
12.	Medium Trees (13"-24")	1	EA	\$ 784.00	
13.	Large Trees (25"-30")	1	EA	\$ 784.00	
14.	Extra Large Trees (>31")	1	EA	\$ 984.00	
<b>SPECIAL REQUEST STUMP REMOVAL IN DBH</b>					
15.	Extra Small Trees (0"-6")	1	EA	\$ 74.00	
16.	Small Trees (7"-12")	1	EA	\$ 104.00	
17.	Medium Trees (13"-24")	1	EA	\$ 174.00	
18.	Large Trees (25"-30")	1	EA	\$ 194.00	
19.	Extra Large Trees (>31")	1	EA	\$ 194.00	

Submitted By: West Coast Arborists, Inc.

**ADDITIONAL SERVICES BID PRICE FORM**

**TREE MAINTENANCE SERVICES**

**EXTRA WORK AND EMERGENCY RESPONSE**

ITEM NO.	DESCRIPTION	UNIT	PRICE
1.	Emergency Call-out (3-man crew w/equipment)	HOUR	\$ <u>345.00</u>
2.	Labor Rate	HOUR	\$ <u>95.00</u>
3.	Crew Rental (3-man crew w/equipment)	HOUR	\$ <u>285.00</u>
4.	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	\$ <u>184.00</u>
5.	Tree Injection	PER INJECTION	\$ <u>44.00</u>
6.	Arborist Services / Tree Inspection	HOUR	\$ <u>164.00</u>

**\*NOTE: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out for Tree Maintenance Services.**

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage and to be endorsed to include pollution liability (written on form CA9948 or its exact equivalent). If such endorsement is not available, then a stand-alone Transportation Pollution Liability policy is required.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by the City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor’s agents, representatives, employees or subcontractors.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**The City’s rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow

Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**Enforcement of Agreement provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

**The City's right to revise specifications.** The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.





**COUNCILMEMBER REQUESTED ITEM**

**Santa Fe High School Graduation Banner Support**

**RECOMMENDATION**

Provide direction on the City's financial support for the Santa Fe High School Graduation Banner Project

**BACKGROUND**

At the request of Mayor Pro Tem Annette Rodriguez, staff has been asked to place a City Council item on its agenda in order to decide if it would be interested in funding the establishment of a Santa Fe High School Graduation Banner Project. Approximately five (5) years ago, the same banner program was explored, however, after further analysis it was considered being too costly and the program was tabled.

Mayor Pro Tem Rodriguez after being appointed by the City Council to the Santa Fe High School Education Foundation has been working with the school's Principal and Vice Principal to move this project forward in order to properly honor graduating seniors who have been negatively impacted by the pandemic and have missed out on many social activities that all previous Santa Fe High school graduating classes have enjoyed. These unprecedented twelve months have taken a mental toll on the graduating seniors because they have not been able to socialize in person with lifelong friends who will now be going their separate ways after graduation; and were not given the opportunity to have a homecoming dance, senior prom, or able to participate in team sports and performing arts programs. These banners will give these special seniors the opportunity to be recognized by having their names and key values on the banners that are affixed to light poles near the high school. The banners will also inspire the entire community and will be placed on light poles on Orr & Day Road, between Telegraph Road and Florence Avenue.

If implemented, this will be the first year for the project, with the goal to encourage students to apply themselves in school. These types of projects reflect the focus across the country of encouraging students to be college and career ready. If approved, this could be the start of an annual tradition and will instill in younger students the incentive to work hard.

**FISCAL IMPACT**

There will be a fiscal impact to the City, mainly costs associated with buying the banners (many that can be reused in future years) and lights (also that can be reused) that will highlight the banners at night; and the labor costs associated with the installation/removal of the lighting and banners. The cost of banners will be \$15,503.77, and the lights with the associated costs for labor to install/remove the

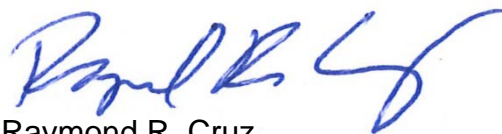
Report Submitted By: Maribel Garcia, Sr. Mngt. Analyst, Date of Report: April 2, 2021

City Manager's Office

banners/lights is \$7,000. Therefore, the project's total cost is \$22,503.77. The Whittier Union High School District has agreed to partner with the City concerning the project and has committed to fund the project at \$7,500.

Attachment(s):

Invoice from Conceptual Marketing  
Slides of Proposed Banners



Raymond R. Cruz  
City Manager

**Conceptual Marketing**

PO Box 2524  
 Santa Fe Springs, CA 90670 US  
 +1 5625560605  
 jeff@conceptualmarketing.org  
 www.conceptualmarketing.org

**Estimate**

Conceptual Marketing

**ADDRESS**

Mr. Fernando Fernandez  
 Santa Fe High School ASB  
 10400 Orr and Day Road  
 Santa Fe Springs, CA 90670

**SHIP TO**

Mr. Fernando Fernandez  
 Santa Fe High School ASB  
 10400 Orr and Day Road  
 Santa Fe Springs, CA 90670

**ESTIMATE #**

032421-2

**DATE**

03/24/2021

**SALES REP**

Jeff

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Pole Banners</b>	Double Sided Vinyl Full Color UV Rated 30" wide x 84" tall Hemmed top & Bottom Approx - 5 Different Logos	30	155.00	4,650.00T
<b>Banners</b>	Picture Opportunity Banner Full Color 15' wide x 10' tall Perimeter Grommets Velcro Along Front Right Edge	1	490.00	490.00T
<b>Banners</b>	Annual Attachment for Picture Opportunity Banner Full Color 3' wide x 10' tall Perimeter Grommets Velcro Along Front Right Edge	1	80.00	80.00T
<b>Banners</b>	Senior Names Banner with Admin Chief Full Color 18' wide x 10' tall Perimeter Grommets	1	700.00	700.00T
<b>Banners</b>	Vertical Feather Banners 11" tall Double Sided Imprint Ground Stake Carry Bag	8	165.00	1,320.00T
<b>Masks</b>	3 Ply Adjustable Masks Reversible with 2 sided imprint	520	4.89	2,542.80T
<b>Corrugated Signs</b>	Congrat's Class of 2021 Sign Custom Sized Letters, Numbers, Logos & Special Characters, etc	1	3,400.00	3,400.00T
<b>Set Up Fee</b>	Set Up Fees	1	415.00	415.00T

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	11 Set Ups 8 @ \$35 = \$280 3 @ \$45 = \$135			

SUBTOTAL	13,597.80
TAX (10.5%)	1,427.77
SHIPPING	478.20
TOTAL	<b>\$15,503.77</b>

Accepted By

Accepted Date



# Orr and Day Road Median



**WAY  
TO GO!**

**WAY  
TO GO!**

**WAY  
TO GO!**



15- 30 Different Congratulation Verbiage



# Student Recognition Banner



**THE CITY OF SANTA FE SPRINGS RECOGNIZES  
SANTA FE HIGH SCHOOL CLASS OF 2021**

[illegible]

## 10 x 18 Banner



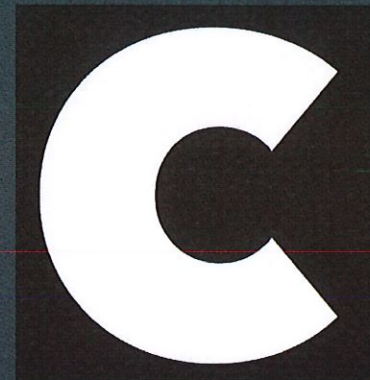
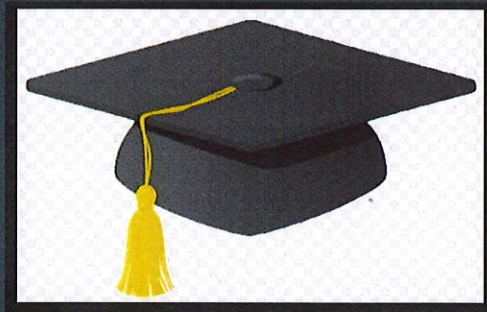
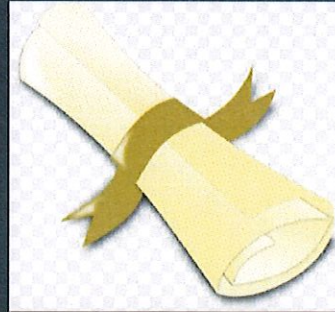
# Picture Opportunity Banner



10 x 18 Banner



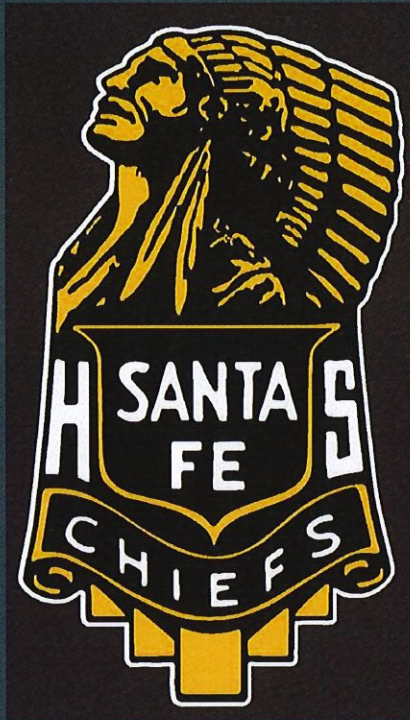
# Front Planter



Yard Sign Type Material in 4ft, 3ft, 2ft sizes- "Congrats Class of 2021"



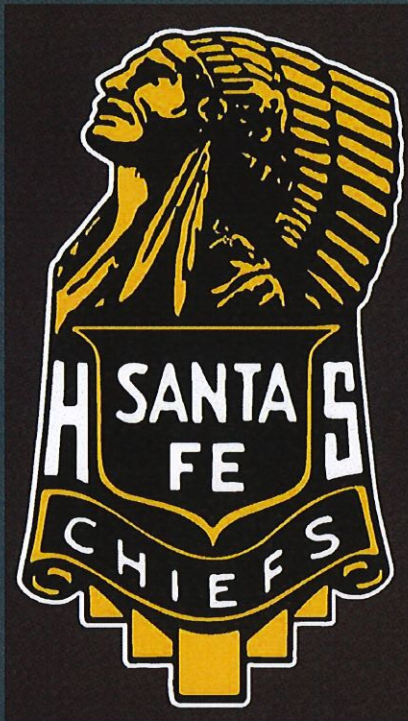
# Graduation Mask



Double Sided 3 Ply Masks



# Feather Wind banner



Sample of style



8 Medium Size 11 ft Double Sided Wind Banner



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 18A

April 6, 2021

## **PRESENTATIONS**

Proclaiming April 30, 2021, as "National Arbor Day"

## **RECOMMENDATION**

- Call upon the City Clerk to read the proclamation. The Mayor will present the proclamation to Noe Negrete, Director of Public Works.

## **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 the approximately 7,000 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 35<sup>th</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.

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

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachment:**

Attachment No. 1: Proclamation

Report Submitted By: Noe Negrete  
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: April 1, 2021

## **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, John Mora, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 30, 2021 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 20th day of April, 2021

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JOHN MORA, MAYOR

*ATTEST:*

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*JANET MARTINEZ, CMC, CITY CLERK*





# ***City of Santa Fe Springs***

*City Council Meeting*

ITEM NO. 18B

*April 6, 2021*

## **PRESENTATION**

Proclaiming the Month of April 2021, as DMV/Donate Life Month in Santa Fe Springs

## **RECOMMENDATION**

- Call upon the City Clerk to read the proclamation. The Mayor will present the proclamation to Ruth Covington, OneLegacy Ambassador.

## **BACKGROUND**

In recognition of National Donate Life Month, the California Organ and Tissue Donor Registry encourages others to become organ and tissue donors, by registering on-line, or when they apply for, or renew, their driver's license or I.D. card. More than 114,000 individuals nationwide and more than 23,000 Californians are currently on the national organ transplant waiting list. In addition to there being a need for organs and tissue donors, the nation is also in urgent need of blood and marrow donors.

The Mayor may call on the City Clerk to read the proclamation declaring April 2021 as "DMV/Donate Life Month" in Santa Fe Springs.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachment:**

1. Letter & Proclamation – DMV/Donate Life California Month



# Donate Life Month: April 2021

## OneLegacy Public Education Partnership with the City of *Santa Fe Springs*

Since 2005, OneLegacy has requested the support of Southern California civic leaders and municipalities to celebrate and encourage the gift of life at the Donate Life Run/Walk. This year, our focus broadens as we seek your support in reaching our community through diverse communication strategies.

### The Need: Over 21,000 Californians need a life-saving transplant

- Even though more than 100 people per day received a life-saving transplant in 2020, nearly 20 die every day still waiting.
- California has only 12% of the nation's population, but nearly **20%** of the nation's currently-waiting transplant candidates.
- Only about half of all Californians are registered organ, eye and tissue donors.
- Illnesses that lead to the need for transplant are common. So, education about organ, eye and tissue donation should be common too.
- Saying **yes** to organ, eye and tissue donation is saying **yes** to **LIFE!**

### The Request: Help Us Spread the Word to Save Lives

Celebrate Donate Life Month by sharing information about organ, eye and tissue donation with your residents throughout the month of April. Include a call to action, encouraging residents to "sign up and save lives!" by visiting [www.donateLIFecalifornia.org](http://www.donateLIFecalifornia.org) **or your city's personalized eCampaign**, a custom page on California's donor registry website, set up to track page views and new life-saving donor registrations garnered through your support.



Using our ready-made tools, you can enhance organ, eye and tissue donation awareness via your...

- Social Media Platforms
- Email Newsletters
- Utility Bill Inserts
- City Website
- DMV/Donate Life Month Proclamation
- And more!

Getting started is as easy as **Copy & Paste!** Click here or follow the QR code above to begin:

<https://www.OneLegacy.org/community/civictools.html>

## Contact

OneLegacy Public Education Staff:  
(213) 356-5213  
ambassador@onelegacy.org

Your OneLegacy Ambassador  
Ruth Covington  
tapqueen2@yahoo.com



### 2021 Virtual Donate Life Run/Walk: Join Us on Saturday, April 24!

Finally, invite you to join us *virtually* for the 19<sup>th</sup> annual Donate Life Run/Walk on Saturday, April 24, 2021! As an elected leader in our community, your participation sets an important tone for your constituents, and means the world to the Donate Life community.

Visit [www.DonateLifeRunWalk.org](http://www.DonateLifeRunWalk.org) to register (by March 26 to receive a t-shirt)

You can join team *Civic Officials* - [http://olf.convio.net/goto/Civic\\_Officials](http://olf.convio.net/goto/Civic_Officials)

\*Complimentary registration to first 30 civic officials to register, use **promo code: civic2021** (1 per user)\*

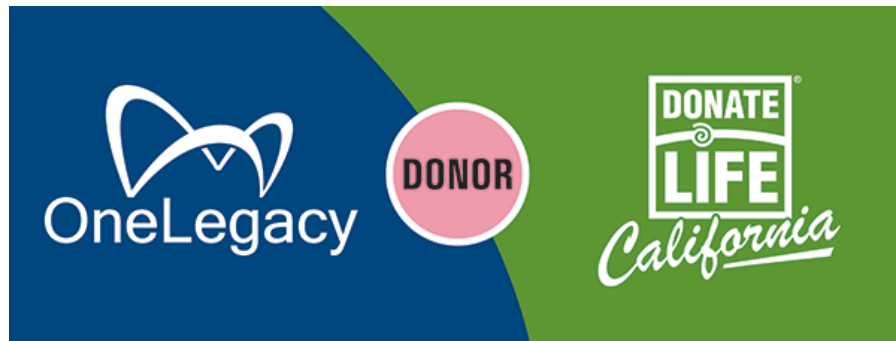


## Above & Beyond – More Ways to Educate, Inspire, and Save Lives

Do you have additional ideas for how we can reach our community with this important message? Do you have general questions, comments, or concerns? Would you like an educational presentation about organ eye and tissue donation for you staff or community group? We want to hear from you!



To submit events for OneLegacy Consideration, visit <https://www.onelegacy.org/community/>



## Facts about Donation and Transplantation: Did you know...?

- **DONOR** THE GIFT – One **organ** donor can save the lives of up to **eight (8) people** by donating their heart, lungs, kidneys, liver, pancreas and small intestines.
- **DONOR** THE GIFT – On average, one **tissue** donor can enhance the lives of **more than 75 people** by donating their corneas, skin, bones, and heart valves, among others.
- **DONOR** THE NEED – More than 39,000 organ transplants were performed in the U.S. in 2020, which was possible through the generosity of deceased and living donors.
- **DONOR** THE NEED – Over **107,000 people** are **currently waiting** for an organ transplant in the U.S.; over 21,000 in California alone.
- **DONOR** THE NEED – **17 patients die every day** while waiting because the organ they needed did not become available in time.
- **DONOR** THE NEED – The need for transplants is **disproportionately high among minority populations**. Communities of color often suffer higher incidences of conditions such as high blood pressure or diabetes, which can lead to the need for a kidney transplant.
- **DONOR** DONOR REGISTRATION – To register to be an organ, eye and tissue donor Californians can go to [www.donateLIFECalifornia.org](http://www.donateLIFECalifornia.org), or its Spanish counter-part [www.doneVIDACalifornia.org](http://www.doneVIDACalifornia.org).
- **DONOR** THE FACTS – **Patients are fairly matched** with a donor based on the severity of their illness, body size, tissue type, blood type and other important medical information.
- **DONOR** THE FACTS – Over 39,000 patients have their sight restored every year through cornea transplants.
- **DONOR** THE FACTS – Nearly one third of all deceased donors are age 50 or older. People of **all ages and medical histories** should consider themselves potential donors.
- **DONOR** THE FACTS – Every major religion in the United States supports organ, eye and tissue donation as one of the highest expressions of compassion and generosity.
- **DONOR** LIVING DONATION - A living donor can provide a kidney or a portion of their liver, lung, pancreas or intestine. To explore living donation, visit [www.LivingDonationCalifornia.org](http://www.LivingDonationCalifornia.org)

Updated: 2/17/2021

## **DMV/Donate Life Month Proclamation**

### **City of Santa Fe Springs**

**April 2021**



WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 108,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting;

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives;

WHEREAS donation of tissue can save and heal the lives of more than 75 others;

WHEREAS, deceased organ donors saved more than 33,000 lives last year, the most ever;

WHEREAS any person can register to be an organ, eye and tissue donor regardless of age or medical conditions;

WHEREAS, over seventeen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry online at any time by visiting [www.donateLIFeCalifornia.org](http://www.donateLIFeCalifornia.org) or, for Spanish-speakers, [www.donateVIDAcalifornia.org](http://www.donateVIDAcalifornia.org)

WHEREAS, California residents interested in saving a life through living kidney donation may visit [www.LivingDonationCalifornia.org](http://www.LivingDonationCalifornia.org);

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2021 is hereby proclaimed **"DMV/Donate Life Month"** in the City of Santa Fe Springs, and in doing so we encourage all Californians to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 19

April 6, 2021

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Heritage Arts	1	Zamora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Senior	3	Mora
Senior	3	Zamora
Senior	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Rodriguez

**Applications Received:** None.

**Recent Actions:** None.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists



## **Prospective Members for Various Committees/Commissions**

### **Beautification and Historical\* (\*pending name change)**

Phillip Gonzalez

### **Family & Human Services**

### **Heritage Arts**

### **Personnel Advisory Board**

### **Parks & Recreation**

Danielle Pavageau

### **Planning Commission**

### **Senior Citizens Advisory**

### **Sister City**

### **Traffic Commission**

### **Youth Leadership**

**BEAUTIFICATION AND HISTORICAL ADVISORY COMMITTEE\***

\*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

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

Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

**APPOINTED BY****NAME****TERM EXPIRES  
DEC 31, 2022****Mora**Doris Yarwood  
Guadalupe Placencia  
Irma Huitron  
**Vacant****Zamora**Annette Ramirez  
**Vacant**  
**Vacant**  
**Vacant****Sarno**Jeannette Lizarraga  
Mary Arias  
Linda Vallejo  
**Vacant**

<b>Rodriguez</b>		<b>Vacant</b>	
		Sally Gaitan	
		Mark Scoggins	
		<b>Vacant</b>	
<b>Trujillo</b>		Jacqueline Martinez	
		Kay Gomez	
		<b>Vacant</b>	
		Merrie Hathaway	

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., 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

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
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Mora	Martha Villanueva*
	<b>Vacant</b>
	Miriam Herrera

Zamora	Gaby Garcia
	Christina J. Colon
	Gilbert Aguirre

Sarno	Dolores Duran
	Janie Aguirre
	Peggy Radoumis

Rodriguez		Shamsher Bhandari	
		Elena Lopez	
		Hilda Zamora	

Trujillo	Dolores Romero
	Laurie Rios*
	Bonnie Fox

**Organizational Representatives:** Nancy Stowe  
(Up to 5) 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 DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	Vacant	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	

### Committee Representatives

Family and Human Services Committee  
Beautification and Historical Committee  
Planning Commission  
Chamber of Commerce

**Vacant**

Sally Gaitan  
Gabriel Jimenez  
Debbie Baker

### Council/Staff Representatives

Council Liaison	Annette Rodriguez
Council Alternate	<b>Vacant</b>
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*\*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

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES
<b>Mora</b>	Joe Avila	<b>DEC 31, 2022</b>
	Eddie Barrios	
	William Logan	
	Ralph Aranda	
	Kurt Hamra	
<b>Zamora</b>	Gina Hernandez	
	Blake Carter	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Kenneth Arnold	
	Mary Anderson	
	Jeannette Lizarraga	
	<b>Vacant</b>	
	Mark Scoggins	
<b>Rodriguez</b>	Kayla Perez	
	Priscilla Rodriguez	
	Lisa Garcia	
	Sylvia Perez	
	David Diaz-Infante	
<b>Trujillo</b>	Dolores Romero	
	Andrea Lopez	
	Elizabeth Ford	
	Nancy Krueger	
	<b>Vacant</b>	

*\*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 DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

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# 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

Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
Zamora	Gabriel Jimenez

## SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., 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

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
Zamora	<b>Vacant</b>	
	Elena Lopez Armendariz	
	Josefina Lara	
	<b>Vacant</b>	
	<b>Vacant</b>	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Lorena Huitron	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora	
	Martha Villanueva*	
	Nancy Krueger	
Trujillo	Dolores Duran	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	

*\*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

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES
Mora	Martha Villanueva*	DEC 31, 2022
	Doris Yarwood	
	Laurie Rios*	
	Peggy Radoumis	
	Francis Carbajal*	
Zamora	Vacant	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Sarno	Manny Zevallos	
	Vacant	
	Jacqueline Martinez	
	Vacant	
	Vacant	
Rodriguez	Jeannette Wolfe	
	Shamsher Bhandari	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Charlotte Zevallos	
	Andrea Lopez	
	Vacant	
	Marcella Obregon	
	Vacant	

*\*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
Mora	Bryan Collins
Sarno	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Christina J. Colon

## 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

Council Liaison: Zamora

### APPOINTED BY

### NAME

**TERM EXPIRES  
DEC 31, 2022**

#### Mora

Kharisma Ruiz  
Jilliana Casillas  
**Vacant**  
**Vacant**

#### Zamora

Joseph Casillas  
Savanna Aguayo  
Valerie Melendez  
Christian Zamora

#### Sarno

Abraham Walters  
Aaron D. Doss  
Valerie Bojorquez  
Maya Mercado-Garcia

#### Rodriguez

Jasmine Rodriguez  
**Vacant**  
**Vacant**  
**Vacant**

#### Trujillo

Bernardo Landin  
Isaac Aguilar  
Andrew Bojorquez  
Alan Avalos