



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**November 8, 2018
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

HOUSING SUCCESSOR

3. CONSENT AGENDA

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

Minutes of the October 11, 2018 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

4. CONSENT AGENDA

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

Minutes of the October 11, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

CITY COUNCIL

5. CONSENT AGENDA

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

Minutes of the October 11, 2018 Regular and Study Session City Council Meetings

Recommendation: That the City Council:

- Approve the minutes as submitted.

PUBLIC HEARING

6. Alcohol Sales Conditional Use Permit Case No. 75

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages for on-site consumption for the proposed Hilton Garden located at 14015 Norwalk Boulevard, in the Heavy Industrial (M-2) Zone, within the Telegraph Road Corridor Zone, and the Consolidated Redevelopment Project Area. (SFS Hospitality, LLC)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 75, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 75 subject to the conditions of approval contained within this report.

ORDINANCE FOR INTRODUCTION

7. Ordinance No. 1096 - An Ordinance of the City of Santa Fe Springs amending Section 97.340 (Underground Storage Tank Standards) of Chapter 97 (Environmental Protection) of Title IX (General Regulations) of the Santa Fe Springs Municipal Code to Update the Section to Comply with State Law

Recommendation: That the City Council:

- Waive further reading and introduce Ordinance No. 1096.

NEW BUSINESS

8. Disposition and Development Agreement by and between the City of Santa Fe Springs and SFS Hospitality, LLC

Recommendation: That the City Council:

- Approve the Disposition and Development Agreement; and
- Authorize the Mayor or designee to execute the agreement with SFS Hospitality, LLC.

9. City-Wide Striping 2018 – Award of Contract

Recommendation: That the City Council:

- Appropriate \$194,000 from the Bond Capital Improvement Funds to Account PW180022;
- Accept the bids; and
- Award a contract to Superior Pavement Markings Inc. of Cypress, California, in the amount of \$235,496.35.

10. On-Call Land Development Plan Checking Services – Award of Contract

Recommendation: That the City Council:

- Accept the Proposals to Provide On-Call Land Development Plan Checking Services;
- Award Contracts to: Coory Engineering of Orange, California; Huitt-Zollars of Irvine, California; and PencoENG of Irvine, California, to provide On-Call Land Development Plan Checking Services; and
- Authorize the Mayor to execute Professional Services Agreements with Coory Engineering, Huitt-Zollars and PencoENG for a term of forty-eight (48) months.

11. Christmas Tree Sales Lot – Request for Approval

Recommendation: That the City Council:

- Approve the proposed Christmas Tree Sales Lot on property located at 13007 Telegraph Road, subject to the conditions of approval as contained within this staff report.

12. Approval of 2019 Art Fest Event Professional Services Agreement

Recommendation: That the City Council:

- Authorize the Director of Community Services to execute a revised Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services of the 2019 Art Fest event.

CLOSED SESSION

13. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8009-007-915 for the property located at the southwest corner of Telegraph Road and Norwalk Boulevard

Agency Negotiator: City Manager, City Attorney, Finance Director and Planning Director

Negotiation Parties: SFS Hospitality

Under Negotiation: Price and Terms for the Sale of Property

CLOSED SESSION

14. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8069-006-004 for the property located at 14156 Rosecrans Ave., Santa Fe Springs, CA 90670 and 8061-017-013 for the property located at 14207 Rosecrans Ave., La Mirada, CA 90638

Agency Negotiator: Public Works Director

Negotiation Parties: Tabello Brothers, Inc. and Transcendent Properties LLC

Under Negotiation: Price and Terms for the Sale of Property

Please note: Item Nos. 15 – 24, will commence at the 7:00 p.m. hour.

15. **INVOCATION**

16. **PLEDGE OF ALLEGIANCE**

17. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

18. **ANNOUNCEMENTS**

19. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

20. **PRESENTATIONS**

- a. Recognition of Cascade Pump Company 70th Anniversary
- b. Chamber of Commerce "Citizen of the Year" Presentations
- c. Red Cross Learn to Swim Program – City of Santa Fe Springs Gold Provider Award Recognition

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

- a. Advisory Committee Appointments

City of Santa Fe Springs
Regular Meetings

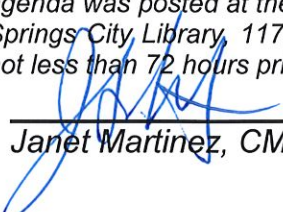
November 8, 2018

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

23. COUNCIL COMMENTS

24. ADJOURNMENT

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



Janet Martinez, CMC, City Clerk

November 1, 2018
Date

**FOR ITEM NO. 3
PLEASE SEE ITEM NO. 5**

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 5



City of Santa Fe Springs

City Council Meeting

November 8, 2018

APPROVAL OF MINUTES

Minutes of the October 11, 2018 Regular and Study Session City Council Meetings

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- October 11, 2018

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

Minutes for October 11, 2018



APPROVED:

MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR

October 11, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 5:03 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

STUDY SESSION

3. Provide Staff with further directions regarding the development of affordable housing on the ±3.93-acre site (APN: 8011-012-902) at 13241 Lakeland Road and the adjacent three (3) parcels, (APN: 8011-011-906, 8011-011-907, 8011-011-912), with a combined area of ±36,342 sq. ft., within the R-3-PD, at the northeast corner of Lakeland Road and Laurel Avenue, within the R-3-PD, Multiple-Family Residential-Planned Development Overlay, Zone

Recommendation: That the Housing Successor:

- Provide staff with direction regarding the development of affordable housing on the ±3.93-acre site (APN: 8011-012-902) at 13241 Lakeland Road and the adjacent three (3) parcels, (APN: 8011-011-906, 8011-011-907, 8011-011-912) at the northeast corner of Lakeland Road and Laurel Avenue; and
- Provide staff with direction, other than what is enumerated above.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 3.

Mayor Sarno inquired what the time frame for an RFP was from start to finish.

Mr. Morrell noted the RFP has already been done, and if directed to do so a notice can be sent to each interested party that responded to the RFP. The time frame would range close to two (2) months.

Mayor Sarno inquired whether it would be close to one month to begin.

Mr. Morrell inquired whether the item would be brought forward to Council for approval once the firm is selected and whether the process would begin immediately after approval.

Mayor Sarno inquired if a rough estimate timeline could be provided.

Mr. Morrell noted around six to seven months.

Mayor Sarno inquired whether that would be enough time to begin and meet requirements.

Mr. Morrell noted it would be enough time.

Mr. Morrell continued his presentation.

Council Member Moore inquired whether the RFP was sent out or it was just prepared.

Mr. Morrell noted that the RFP was already prepared.

Bob Kishita, Vice President from MDG Associates, Inc. provided additional information in regards to the development of the housing program.

Mayor Sarno inquired about the development on Carmenita, if there is any low moderate housing in that location.

Mr. Morrell noted there is not, however, there can credit above that area, however, there is a low possibility within the 30% mark.

Council Member Zamora asked the developer how they can work this development alongside the CRIA project.

Mr. Kishita noted that he did not have an answer at the time however can further research and provide further information at a later time.

Council Member Zamora inquired what income bracket the veterans fall into.

Mr. Kishita noted that veterans are generally considered really low income.

Council Member Zamora noted that it just makes it competitive.

Mr. Kishita referred to the chart that was distributed to Council, listing the housing cost for each home.

Council Member Moore requested the representative from Janice Hahn's office, Ivan Sulic to speak on the support that will be given from Janice Hahn's office for this project.

Ivan Sulic, representative from Janice Hahn's office noted they would be in full support of the project as noted in the letter provided to Council.

Council Member Zamora inquired whether Janice Hahn's office would be able to continue supporting the program as they have broken previous promises made to the City.

Mr. Sulic noted that they would do their best to support the program.

Council Member Moore noted that he would like to pursue collaborating with the office of Janice Hahn for veteran's and low income housing.

Council Member Zamora also supported the program to help veterans and low-income families.

Council Member Moore inquired whether the Whole Child can assist veterans and low-income programs.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Trujillo, to move forward with Habitat with Humanity, Whole Child, with the support of Supervisor's Janice Hahn's office to work with a program that includes; homeless, homeless veteran families, and veterans by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

It was moved by Council Member Zamora to amend the motion by adding an RFP process to the original motion, there was no second, motion died due to lack of second.

4. ADJOURNMENT

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

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

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

October 11, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:12 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Approval of Minutes

Minutes of the September 13, 2018 of the Housing Successor Agency

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

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

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Approval of Minutes

Minutes of the September 13, 2018 Successor Agency Meeting

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

It was moved by Council Member Rounds, seconded by Council Member Zamora, to approve Item No. 4 by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

CITY COUNCIL

5. CONSENT AGENDA

a. Minutes of the September 13, 2018 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. Resolution No. 9607 – Updating the List of Designated Employees Required to File a Conflict of Interest Form

Recommendation: That the City Council:

- Adopt Resolution No. 9607, updating the list of designated employees required to file a conflict of interest form.

c. Florence Avenue Street Rehabilitation – Award of Contract

Recommendation: That the City Council:

- Appropriate \$524,000 from developer fees collected from the Goodman Birtcher Development and \$726,000 from UUT Capital Funds to Florence Avenue Street Rehabilitation (Activity 453-397-1004);
- Accept the bids; and
- Award a contract to All American Asphalt of Corona, California, in the amount of \$973,887.00.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to approve Item No. 5A through 5C, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

NEW BUSINESS

6. Resolution No. 9605 - Request for Parking Restrictions during Certain Hours on Clark Street between Springdale Avenue and Bloomfield Avenue

Recommendation: That the City Council:

- Adopt Resolution No. 9605 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the south side of Clark Street between Springdale Avenue and Bloomfield Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to adopt Resolution No. 9605 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the south side of Clark Street between Springdale Avenue and Bloomfield Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

7. Resolution No. 9606 – Request for Parking Restrictions during Certain Hours on Firestone Boulevard east of Marquardt Avenue

Recommendation: That the City Council:

- Adopt Resolution No. 9606 to implement a parking restriction between the hours of 8:00 p.m. and 5:00 a.m. on the south side of Firestone Boulevard from Marquardt Avenue to a point 2,200 feet easterly and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to adopt Resolution No. 9606 to implement a parking restriction between the hours of 8:00 p.m. and 5:00 a.m. on the south side of Firestone Boulevard from Marquardt Avenue to a point 2,200 feet easterly and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

8. Authorize the Purchase of Handheld and Vehicle Radios for the Santa Fe Springs Policing Team

Recommendation: That the City Council:

- Authorize the Director of Purchasing Services to issue the purchase order to facilitate the procurement of handheld and vehicle radios from Motorola Inc. in an amount not to exceed \$506,950;
- Authorize the Director of Purchasing Services to enter into a lease financing agreement with Community Leasing Partners for a 5-year term at an interest rate of 3.88% and annual payments in the amount of approximately \$109,300 commencing at the time of lease origination; and
- Appropriate \$9,300 from the General Fund reserves to the Contract Patrol activity to adjust the budgeted funds available for FY 2018-19 lease financing debt service.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to authorize the Director of Purchasing Services to issue the purchase order to facilitate the procurement of handheld and vehicle radios for Motorola, Inc., in an amount not to exceed \$506,950; authorize the Director of Purchasing Services to enter into a lease financing agreement with Community Leasing Partners for a 5-year term at an interest rate of 3.88% and annual payments in the amount of approximately \$109,300 commencing at the time of lease origination; and appropriate \$9,300 from the General Fund reserves to the Contract Patrol activity to adjust the budgeted funds available for FY 2018-19 lease financing debt service, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

9. Agreement for Professional Services (On-Call), State of California, Office of Environmental Health Hazard Assessment (OEHHA)

Recommendation: That the City Council:

- Approve an agreement between the State of California, Office of Environmental Health Hazard Assessment and the Santa Fe Springs Department of Fire Rescue (SFSFR); and

- Authorize the Fire Chief to sign all necessary documents on behalf of the City.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to approve an agreement between the State of California, Office of Environmental Health Hazard Assessment and the Santa Fe Springs Department of Fire Rescue (SFSFR) by the following vote:

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

CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL-POTENTIAL LITIGATION

(Significant exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2))

Number of Potential Cases: One (1)

CLOSED SESSION

11. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8009-007-915 for the property located at the southwest corner of Telegraph Road and Norwalk Boulevard

Agency Negotiator: City Manager, City Attorney, Finance Director and Planning Director

Negotiation Parties: SFS Hospitality

Under Negotiation: Price and Terms for the Sale of Property

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

Mayor Sarno convened the meeting at 7:02 p.m.

City Attorney Yolanda Summerhill provided a brief report on both Closed Session items. She stated there was no action taken.

12. INVOCATION

Council Member Moore led the invocation.

13. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Max

14. INTRODUCTIONS

- Representative from the Chamber of Commerce: Liz Buckingham from Friendly Hills Bank.

15. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Haunted House, October 29-31, 2018
- Hertage Park Lantern Tour, Friday, October 12, 2018 at 7 p.m.
- Dia De Los Muertos, October 20, 2018 at 1 p.m.
- Halloween Fright Fest Dance, October 26, 2018 at 9 a.m.
- Food for Fines, October 1-31, 2018

16. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about the Relay for Life fundraiser that the city employees put together; also spoke about attending the firefighter's recognition dinner.
- Public Works Director, Noe Negrete spoke about the Trench Shorting Training. He also spoke about partnering with West Coast Arborist to plant 200 trees next year, 100 at park and 200 that will be given away to residents. Noted they will be hosting a meeting November 3rd from 9am to 12pm.
- Director of Planning, Wayne Morrell spoke about the McDonalds at 13330 Telegraph Road.
- Director of Police Services, Dino Torres spoke about having a traffic report at the next council meeting.
- Battalion Chief, Chad Van Meeteren stated that during Fire Prevention Week the Fire Department would be celebrating by having an open house on Saturday, October 13th.
- Finance Director, Travis Hickey spoke about the annual MTA audit and completing the year-end process.
- Recreation Services Manager, Adam Matsumoto spoke about the Tree Event program and the number of trees planted with the help of local school students; also 3rd annual Walk to School event took place on October 10th, had staff, teachers and students participate while the number of participants increased by three times this year.

17. PRESENTATIONS

- a. Presentation from Assembly Majority Leader Ian C. Calderon – Legislative Update
- b. Proclaiming October 23-31, 2018 as "Red Ribbon Week"
- c. Presentation to Cherie Blake upon her Retirement

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

19. ORAL COMMUNICATIONS

The following residents spoke during oral communications:

Gilbert Maese and Marcus Garcia.

20. COUNCIL COMMENTS

- Council Member Moore spoke about attending the Fire Fighters Dinner; thanked Council Member Rounds and the rest of the volunteers for going out to advocate for Measure Y. Last, he spoke about potentially scheduling a meeting to have Santa Fe Springs School Districts part of the Whittier District Elections.
- Council Member Zamora spoke about the Relay for Life event; thanked staff for raising funds for the Relay for Life; Walk to School, acknowledge it was a great event.
- Council Member Rounds thanked Council for their kind words, and also spoke about the work that was completed with Measure Y; Relay for Life acknowledge the work done to fundraise money.
- Mayor Pro Tem Trujillo thanked everyone for attending; also thanked everyone for Relay for Life.
- Mayor Sarno spoke about the Relay for Life event.

21. ADJOURNMENT

Mayor Sarno adjourned the meeting at 8:22 p.m. in memory of Mary L. Lopez, Cathy Blake and Serapio Petris.

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

November 8, 2018

PUBLIC HEARING

Alcohol Sales Conditional Use Permit Case No. 75

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages for on-site consumption for the proposed Hilton Garden located at 14015 Norwalk Boulevard, in the Heavy Industrial (M-2) Zone, within the Telegraph Road Corridor Zone, and the Consolidated Redevelopment Project Area. (SFS Hospitality, LLC)

RECOMMENDATION: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 75, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 75 subject to the conditions of approval contained within this report.

BACKGROUND

The Sculpture Garden, located on the southwest corner of Telegraph Road and Norwalk Boulevard, was designed in 1997 to provide a park setting and a retail/hotel mixed-use land activity to cater to the future housing development on the east side of Norwalk Boulevard (The Villages at Heritage Springs) and to the general business community in the City. The park portion of Sculpture Gardens was built, however the mixed-use element was not developed due to an economic downturn. Since then, the mixed-use portion of the Sculpture Garden has remained undeveloped.

Recently, there has been an interest to develop a 1.07-acre portion of the Sculpture Garden. The Applicant, under the name of SFS Hospitality, LLC, approached City Staff with plans to construct a 77,900 Sq. Ft. five-story hotel (four stories of hotel amenities and one story for their open roof terrace). After productive negotiations, the Applicant and Staff came to an agreement to build the hotel. Concurrent with this request, the Applicant is seeking the necessary land entitlements for the hotel development. The hotel will become part of the Hilton Garden chain with a substantial number of amenities catering to the business consumers such as a roof terrace, and a banquet room for large meetings and assemblies, which may be partitioned for smaller occupancies.

The hotel will further provide a swimming pool area equipped with a pleasant garden setting and a roof terrace with views to the San Gabriel Mountains. As part of the amenities, the Applicant is proposing to provide alcoholic beverages to its adult guests while they repose in the pool area, the garden area or the roof terrace.

In accordance with Section 155.628 of the City's Zoning Regulations, the Applicant is requesting approval of Alcohol Sales Conditional Use Permit Case No. 75 to allow the sale of alcoholic beverages for on-site consumption. Also, concurrent with this request, the Applicant is seeking approval for an alcohol license from the California Department of Alcohol Beverage Control (ABC), which is the state government authority overseeing alcohol sales. If the ABC license is denied to the Applicant, he will have one-year to look for an alternative approach in purchasing or transferring an ABC license, otherwise, the Applicant will need to request to have this Permit extended accordingly.

STREETS AND HIGHWAYS

The subject hotel site will be located on the southwest corner of Telegraph Road and Norwalk Boulevard. The main entry will be on Norwalk Boulevard. Both Telegraph Road and Norwalk Boulevard are classified as a Major Highways within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property, as well as the surrounding properties are zoned Heavy Manufacturing (M-2). The property to the north, formally developed with a Chevron Service station, is currently undeveloped; no plans are in sight to develop the corner lot. The property to the east is developed with a 3-story bank building with office spaces on the upper floors. The property to the south is developed with light-industrial multi-tenant buildings commonly known as Heritage Corporate Center. The property to the west is developed with a 2-story office building and Geezers Restaurant. The property to the northeast is developed with a 3-story office building currently occupied by medical and rehabilitation offices, a food court, and a pedestrian bridge that extends across and above the street intersection into the proposed hotel development, conveniently accessible to the future hotel guests.

LEGAL NOTICE OF PUBLIC HEARING

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

On October 25, 2018, legal notice of the Public Hearing for the proposed Alcohol Sales Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500-feet of the exterior boundaries of the subject property. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on October 25, 2018. To date, Staff has not received any inquiries regarding the proposal.

ZONING ORDINANCE REQUIREMENTS

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

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

- a. **Conformance with parking regulations.** *Based on the project's Development Plan Approval submittal, the proposed hotel will provide sufficient parking for its guests and employees. Moreover, the hotel will be providing parking equipped with charging stations for electric powered vehicles.*
- b. **Control of vehicle traffic and circulation.** *According to the plans submitted for the Development Plan Approval entitlement for this hotel project, the subject property has on-site vehicle circulation with ingress and egress driveways on Norwalk Boulevard.*
- c. **Hours and days of operation.** *The hotel itself will be operational 24-hours a day, seven days per week. Alcohol Sales will be not be permitted from 2:00 a.m. to 6:00 a.m. as required by ABC.*
- d. **Security and/or law enforcement plans.** *As part of the conditions of approval, the Applicant is required to submit and maintain a Security Plan.*
- e. **Proximity to sensitive and/or incompatible land uses, such as schools, religious facilities, recreational or other public facilities attended or utilized by minors.** *The proposed hotel is over ¾-miles within walking distance to schools, and religious facilities. The hotel will allow children into the premises. The proposed conditions of approval and the ABC regulations are designed to mitigate any foreseeable negative impacts related to the sale of alcoholic beverages.*
- f. **Proximity to other alcoholic beverage uses to prevent the incompatible and undesirable concentration of such uses in an area.** *The proposed hotel is within walking distance to other restaurants selling alcohol beverages. Each use within the City is regulated by their respective conditional use permit, the City's Municipal Code, and ABC's regulations. The established regulations minimize and/or mitigate any negative impacts usually associated with over-concentration of alcoholic beverage establishments.*
- g. **Control of noise, including noise mitigation measures.** *According to the*

proposed plans, there is no indication that the hotel will generate noise. Moreover, the proposed hotel is not proposing outdoor entertainment that may create noise. Upon the hotel's desire to provide outdoor entertainment, management will be required to obtain an Entertainment Permit. The hotel is also subject to the City's allowable ambient noise regulations.

- h. Control of littering, including litter mitigation measures.** *As part of the conditions of approval, the Applicant, and/or his employees, are required to maintain the property free of trash and debris; moreover, the City's Property Maintenance Ordinance prohibits trash and debris on any property.*
- i. Property maintenance.** *As part of the conditions of approval, the Applicant is required to maintain the immediate area in compliance with the City's Property Maintenance Ordinance.*
- j. Control of public nuisance activities, including, but not limited to, disturbance of the peace, illegal controlled substances activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, curfew violations, sale of alcoholic beverages to a minor, lewd conduct or excessive police incident responses resulting from the use.** *Staff has generated conditions of approval to mitigate or fully eliminate these negative impacts should they become a public nuisance. It should be noted that some of the listed activities are out of the control of the Applicant and/or his employees, but the Applicant is aware that he or his employees and/or security are to immediately contact the Whittier Police whenever they see these activities take place.*

STAFF COMMENTS

As part of the permit review process, staff has conducted a review of the Applicant's proposed plans for the new hotel to ensure compliance with other regulatory ordinances and codes. Currently, the Applicant is proposing to serve alcoholic beverages from a portable/mobile bar within the pool area, the roof terrace, or during private engagements inside the banquet room(s). The listed conditions of approval have been prepared to ensure the proper and lawful ongoing operation of the alcoholic beverage sales use.

Staff is recommending approval of the Alcohol Sales Conditional Use Permit request by the Applicant, subject to the conditions of approval set forth herein. Staff is also recommending a compliance review report of this Permit within one year from the approval date by the City Council (November 20, 2019), at which time Staff will evaluate the on-going business activities as they relate to the alcohol sales. Within the compliance review report, Staff will make recommendation to modify, add or remove conditions of approval as they see necessary and in agreement with the Applicant.

CONDITIONS OF APPROVAL

1. That the Alcoholic Beverage License, allowing the on-site sale of alcoholic beverages, shall be restricted to the sale for consumption of alcohol beverages on the subject site only; the use shall not sell alcoholic beverages for transport and/or for consumption off the subject premise.
2. That the Applicant shall install a video recording surveillance system with the following minimum configuration: Cameras capable of recording in HD at 5Mbps to capture 1080P video at 30 FPS, and a Network Video Recorder (NVR) which can record at 1080P video per channel. Moreover, the Applicant shall allow City law enforcement officers to view security surveillance video footage immediately upon their request.
3. That it shall be the responsibility of the on-site management to ensure that all alcoholic beverages purchased on the subject site shall be consumed within the business establishment; all stored alcoholic beverages shall be kept in a locked and secured area that is not accessible to patrons.
4. That the applicant and/or his employees shall not allow any person who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises, as set forth in Section 25602(a) of the Business and Professions Code.
5. That there will be a corporate officer or manager, 25 years of age or older, on the licensed premises during all public business hours, who will be responsible for the business operations concerning the sale of alcoholic beverages.
6. That the applicant and/or his employees shall not sell, furnish, or give any alcohol to any habitual drunkard or to any obviously intoxicated person, as set forth in Section 25602 (a) of the State Business and Professions Code.
7. That the applicant shall not have upon the subject premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the licensee's license, as set forth in Section 25607 (a) of the State Business and Professions Code.
8. That the Applicant and/or any of his employees shall not sell, furnish, or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
9. That solicitation of drinks is prohibited; that is, an employee of the licensed premises shall not solicit alcoholic drinks from customers. Refer to Section 303

of the California Penal Code and Section 25657 of the Business and Professions Code.

10. That the Applicant and/or his employees shall not permit any person less than 21 years of age to sell alcoholic beverages.
11. That a copy of these conditions shall be posted and maintained with a copy of the City Business License, in a place conspicuous to all employees of the location.
12. That the Applicant and/or his employees shall not allow any person to loiter on the subject premises, shall report all such instances to Whittier Police; and, shall post signs, as approved by the Department of Police Services, prohibiting loitering.
13. That in order to facilitate the removal of unauthorized vehicles parked on the property, the Applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of unauthorized vehicles and indicate that unauthorized vehicles will be removed at the owner's expense and also contain the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The applicant shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.
14. That the proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches the color of the existing and/or adjacent surfaces.
15. That it shall be the responsibility of the Applicant and/or his employees to monitor outdoor consumption of alcoholic beverages; consumption of alcoholic beverages is permitted within the outdoor pool area, however, not permitted in the outer perimeter such as the parking areas, entry garden, adjacent parks or such. Signs shall be placed in a conspicuous areas to notify customers that consumption of alcoholic beverages is prohibited outside of the pool area.
16. That security personnel shall not perform any law enforcement functions; instead, security personnel shall report immediately to the Whittier Police Department all incidents in which a person could be charged with a misdemeanor or a felony offense.

17. That security personnel, as well as the owner, corporate officers and managers, shall cooperate fully with all city officials, and law enforcement personnel, and, shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
18. That in the event the Applicant intends to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell, lease or sublease.
19. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan which shall address the following for the purposes of minimizing risks to the public health, welfare, and safety:
 - (A) A description of the storage and accessibility of alcoholic beverages on display, as well as surplus alcoholic beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to: placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
 - (C) A description of how the applicant plans to educate employees on their responsibilities; actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors; and, the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit, occurring on the subject premises, and the procedures for such notifications.
 - (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare, and safety.
20. That this Permit shall be subject to a compliance review in one year, commencing from the date that the Certificate of Occupancy is issued from the Building Department, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval. At this time, Staff may recommend to the Planning Commission that additional conditions be added to address any concerns or mitigate potential negative impacts to the general community.

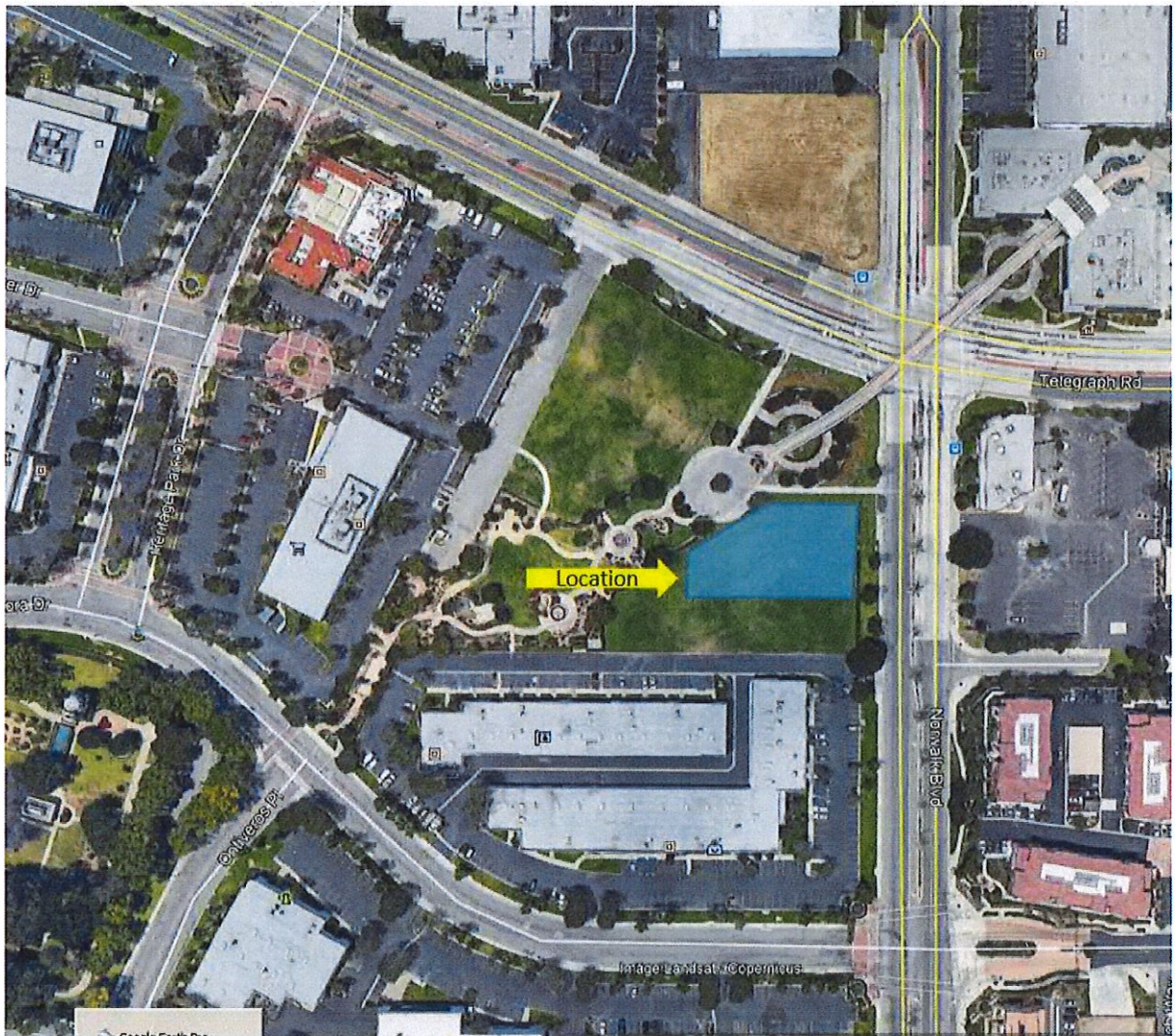
21. That all other applicable requirements of the City Municipal Code, Uniform Building Code, Uniform Fire Code, the security plan, and all other applicable regulations shall be strictly complied with.
22. That ASCUP Case No. 75 shall be subject to any other conditions the City Council may deem necessary to impose.
23. It is hereby declared to be the intent, that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, this Permit shall be subject to the revocation process at which time, the Permit may become terminated and the privileges granted hereunder shall lapse.



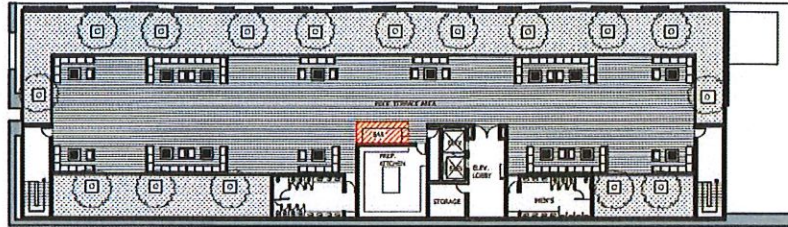
Raymond R. Cruz
City Manager

Attachment(s)

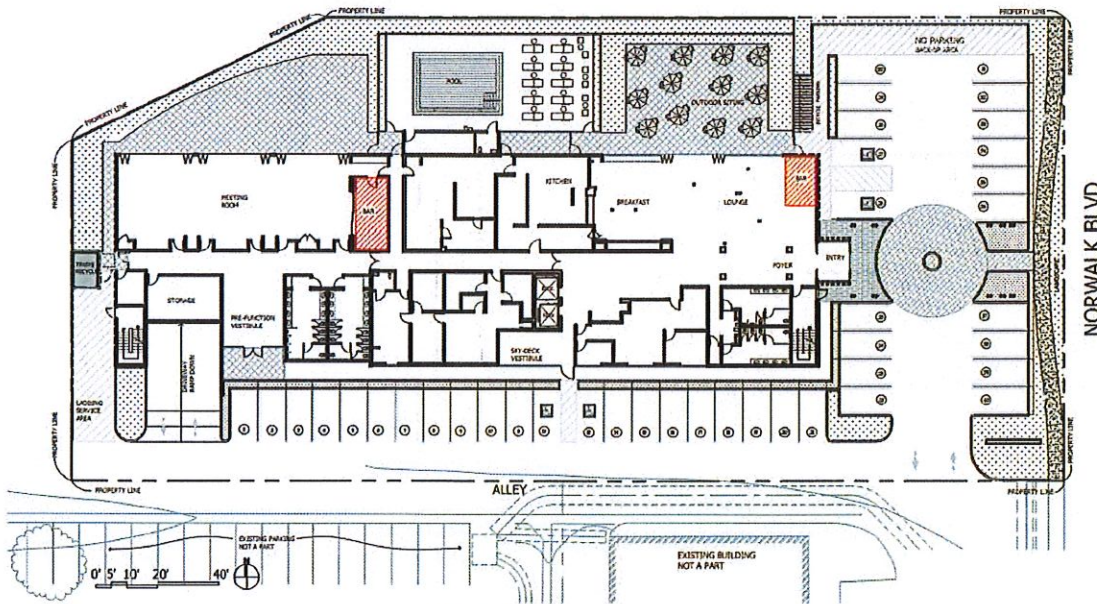
1. Location Map
2. Conceptual Site Plan and Proposed Floor Plan (First Floor and Terrace only)
3. Conceptual Elevation Rendering
4. Application



Location Map
Hilton Gardens
ASCUP Case No. 75



② ROOF TERRACE PLAN
SCALE 1/8" = 1'-0"



① FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



ALA JAJIAN MARCOOSI ARCHITECTS, INC.

200 N. AVENUE 10
SUITE 100
IRVING, TEXAS 75039
TEL: 972.441.1111

Proposed Elevation Rendering



Application

City of Santa Fe Springs
Department of Police Services
11576 Telegraph Road • Santa Fe Springs, CA 90670 • (562) 409-1850 • Fax (562) 409-1854
Supplemental Application for an Alcohol
Sales Conditional Use Permit

This application is to be completed as a supplement to a full Conditional Use Permit application filed with the City's Department of Planning and Development.

Circle One: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

1. Applicant's Name: SFS HOSPITALITY, LLC

Doing Business As: HILTON GARDEN

S-E CORNER TELEGRAPH RD &

Business Address: NORWALK BLVD. Phone: (310) 415-5004

Mailing Address: 8455 TELEGRAPH RD., PICO RIVERA, CA 90660

Residence Address: 9026 SUVA ST., DOWNEY, CA 90240 Phone: (310) 415-5004

Age Sex Ht. Wt. Eyes Hair Date of Birth Place of Birth Drivers Lic. #

Have you ever been convicted of a criminal charge other than a minor traffic violation? Yes ☒ No

If yes, complete the following:

Court _____ Date _____

Charge _____ Disposition _____

2. Give Name and Address of owner or owners of premises:

CURRENTLY: CITY OF SANTA FE SPRINGS

SFS HOSPITALITY, LLC

8455 TELEGRAPH RD., PICO RIVERA, CA 90660

3. Describe the type or nature of the business:

Hotel

4. Give the name of the person exercising authority or control of the location and authorized to accept legal notices of process: N/A

5. Do you presently or have you in the past owned or operated a business at other locations for which a Conditional Use Permit or Business Regulatory Permit was required? (Circle one) ☒ Yes ☐ No

If yes, complete the following for each business:

Business Name	Address	Dates of Operation	Type of Permit
1. HOWARD JOHNSON INN, 9515 Whittier Blvd, Pico Rivera, CA 90660, 2008, HOTEL			
2. GUESTHOUSE INN, 8455 Telegraph Rd, Pico Rivera, CA 90660, 2002, HOTEL			
3. DAYS INN & SUITES, 8821 Garfield Ave, South Gate, CA 90280, 1997, HOTEL			
4. _____			

6. Do you have applications for doing business which are under review or are in the process of being granted, suspended or revoked before any regulatory agency? (Circle one) Yes ☐ No ☒

If yes, explain by giving the type of action and name of regulatory agency:

7. Have you ever had a business license/permit denied, suspended or revoked? (Circle one) Yes ☐ No ☒

If yes, explain:

8. Will minors be permitted on the premises? (Circle one) ☒ Yes ☐ No

9. Describe alcoholic beverages and types of foods to be sold or distributed on the premises:

BEER, WINE, LIQUOR

BREAKFAST FOODS, LUNCH, DINNER

BUFFET FOODS, CATERING SERVICES

10. Give days and hours during which alcohol sales are to be conducted:

MONDAY-SUNDAY - 7 DAYS A WEEK

11:00 AM TO 2:00 AM

11. Do you presently hold an alcoholic beverage control license from the Department of Alcoholic Beverage Control? (Circle one) Yes ☐ No ☒

If yes, give location and license number:

12. Will there be other activities conducted at your place of business? (Circle one) ☐ Yes ☒ No

If yes, please explain:



City of Santa Fe Springs

City Council Meeting

November 8, 2018

ORDINANCE FOR INTRODUCTION

Ordinance No. 1096 – An Ordinance of the City of Santa Fe Springs amending Section 97.340 (Underground Storage Tank Standards) of Chapter 97 (Environmental Protection) of Title IX (General Regulations) of the Santa Fe Springs Municipal Code to Update the Section to Comply with State Law

RECOMMENDATION(S)

That the City Council take the following actions:

- Waive further reading and introduce Ordinance No. 1096.

BACKGROUND

On July 14, 2015 The Environmental Protection Agency (EPA) published a revision of the Underground Storage Tank (UST) Regulations. These changes established Federal requirements that were similar to the Energy Policy Act of 2005. These changes included: adding secondary containment requirements for new and replaced tanks and piping; adding operator training requirements; adding periodic operation and maintenance requirements for UST systems; addressing UST systems deferred in the 1988 UST regulation; adding new release prevention and detection technologies; updating codes of practice; making editorial corrections and technical amendments; and updating state program approval requirements to incorporate these new changes. EPA thinks these changes will protect human health and the environment by reducing the number of releases to the environment and quickly detecting releases, if they occur. The State of California incorporated these revisions into the California Code of Regulations, Title 23, Division 3, Chapter 16 (Underground Tank Regulations).

SUMMARY

The new State underground storage tanks regulations became effective October 1, 2018. Some of the new requirements conflict with City Ordinance. The proposed Ordinance revisions will remove the conflicts between local Ordinance and new State regulations. Specific changes include, but are not limited to, removing the City's local requirement to test the secondary containment of underground tank in a manner that is different than State regulation and eliminating overfill protection exemptions that are no longer allowed by State regulation. This review was also used as an opportunity to look at other necessary changes which are the result of both regulatory and procedural changes.


Raymond R. Cruz
City Manager

Attachment:

Ordinance No. 1096

ORDINANCE NO. 1096

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
AMENDING SECTION 97.340 (UNDERGROUND STORAGE TANK
STANDARDS) OF CHAPTER 97 (ENVIRONMENTAL PROTECTION)
OF TITLE IX (GENERAL REGULATIONS) OF THE SANTA FE
SPRINGS MUNICIPAL CODE TO UPDATE THE SECTION TO
COMPLY WITH STATE LAW**

WHEREAS, the Environmental Protection Agency (EPA) published a revision to the Underground Storage Tank Regulations;

WHEREAS, the State of California revised the Code of Regulations to implement the EPA revisions regarding Underground Storage Tanks and the new regulations became effective on October 1, 2018;

WHEREAS, the revised regulations are in conflict with the underground storage tank standards in Section 97.340 of the Municipal code;

WHEREAS, in addition Section 97.340 needs to be updated to institute regulatory and/or procedural changes to more efficiently effectuate the provisions of the Section; and

WHEREAS, the City Council wishes to amend Section 97.340 for the aforementioned reasons.

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

SECTION 1. Section 97.340 (Underground Storage Tank Standards) of Chapter 97 (Environmental Protection) of Title IX (General Regulations) of the Santa Fe Springs Municipal Code is hereby repealed.

SECTION 2. Chapter 97 (Environmental Protection) of Title IX (General Regulations) of the Santa Fe Springs Municipal Code is hereby amended with the addition of the following new Section 97.340 (Underground Storage Tank Standards) as follows:

§ 97.340 UNDERGROUND STORAGE TANK STANDARDS.

(A) Underground storage tanks, their installation, modification, repair, upgrade, removal, closure, and modification, shall, at all times, comply with the guidelines, standards, and forms that have been established in the Fire Department's Underground Storage Tank Installation Application Package and Underground Storage Tank Closure Application Package, and pursuant to this chapter, California Code of Regulations, California Health and Safety Code, and any other applicable adopted laws and regulations. Applications for a change of

underground storage tank ownership or permit transfer shall be done using the "Underground Storage Tank Change of Ownership/Permit Transfer Package."

(B) It shall be unlawful for any business, handler, owner or other person, to construct, install, modify, repair, upgrade, maintain, temporarily close, remove or abandon in place any underground storage tank system, any associated piping or any monitoring equipment without first obtaining a permit as defined in § [97.405](#) and written approval from the Fire Department. The Fire Chief may waive this requirement for the replacement of sensors and line leak detectors with identical make and model numbers as the existing equipment. Procurement of a permit pursuant to this section shall not excuse a business, handler, owner or other person from complying with all permit and other requirements of Title XV [Land Usage] of the code.

(C) Spill Container Testing shall, at all times, be performed in accordance with the city's "Standard for Annual Spill Container Testing." Variations to this standard may be requested in writing and are subject to the Fire Chief's written approval.

(D) Sensors used to detect liquid for purposes of detecting a leak from an underground storage tank system shall, at all times, be retestable.

(E) In accordance with H&SC § 25299.2(a), the Fire Department hereby adopts the following local regulations in addition to the California Underground Storage Tank Regulations Title 23, Division 3, Chapter 16, CCR and Chapter 6.7 of the H&SC:

(1) Interior tank lining referenced in 23 CCR §§ 2662(c) and 2663 is not allowed unless approved by the Fire Chief in writing.

(2) The use of bladder systems referenced in 23 CCR § 2662(c) and § 2664 is not allowed unless approved by the Fire Chief in writing.

(3) Cathodic protection for underground storage tank systems referenced in 23 CCR § 2662(c) and § 2666(b) is not allowed as a means of meeting corrosion protection requirements unless approved by the Fire Chief in writing.

(4) Underground tanks used for emergency spill containment tank must comply with § [97.335](#)(B) of the Spill Containment and Secondary Containment Standards.

(5) Installation of discriminating sensors for purposes of meeting the requirements for underground storage tanks system monitoring as described in 23 CCR Division 3, Chapter 16, Sections 2620- 2666 is prohibited unless the sensors are programmed to alarm upon the detection of any hazardous substance. Water alarm and warning levels are subject to the approval of the Fire Chief.

(6) Construction of a new underground storage tank inside any buried or partially buried underground storage tank to replace the primary or secondary containment or to provide a new interstitial space is not allowed.

(F) Underground storage tank systems installed after July 1, 2004 shall be constructed using rigid penetration fittings for sumps.

(G) The installation of below grade vaulted tanks containing a California Fire Code Class I, II, or IIIA liquid is subject to the approval of the Fire Chief.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2018, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Jay Sarno, Mayor

Janet Martinez, CMC, City Clerk

ITEM NO. 8

ITEM WILL BE PROVIDED AT A LATER TIME



City of Santa Fe Springs

City Council Meeting

November 8, 2018

NEW BUSINESS

City-Wide Striping 2018 – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

- Appropriate \$194,000 from the Bond Capital Improvement Funds to Account PW180022;
- Accept the bids; and
- Award a contract to Superior Pavement Markings Inc. of Cypress, California, in the amount of \$235,496.35.

BACKGROUND

On June 14, 2018 the City Council rejected all City-Wide Striping Bids and authorized the City Engineer to re-bid the project due to the bids exceeding the project budget. Staff revised and streamlined the bid documents in an attempt to clarify the bid items and reduce the total project cost. On September 13, 2018, the City Council authorized the City Engineer to re-advertise for construction bids for the project comprising of stenciling traffic legends, traffic striping, and the removal/replacement of raised reflective pavement markers on the City's major arterials and minor collectors.

The construction bids were opened October 23, 2018 and once again the construction bids exceeded the project budget. Staff has confirmed the bids received are a reflection of the current fair market value for this specialized type of work. The low bidder for the project was Superior Pavement Markings Inc. of Cypress, California in the amount of \$235,496.35. The following represents the bids received and the amounts of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. Superior Pavement Markings Inc.	\$ 235,496.35
2. PCI	\$ 350,345.10

The bid submitted by Superior Pavement Markings Inc. is approximately 52% above the Engineer's Estimate of \$155,000. The Department of Public Works has reviewed the bids and has determined the low bid submitted by Superior Pavement Markings Inc., to be responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed Contract Agreement.

FISCAL IMPACT

The City-Wide Striping 2018 Project is an approved Capital Improvement Project with an original budget of \$110,000. The approximate total project expenditures to date is \$32,000 due to re-designing and re-bidding costs. Staff is recommending an appropriation of \$194,000 from the Bond Capital Improvement Funds to the City-Wide

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: October 31, 2018

Striping 2018 Project (Account No. 454-C387; PW180022) to cover the budget shortfall. The estimated cost of the project is \$304,000 which includes construction, engineering, inspection and contingency.

<u>Estimated Project Cost</u>	<u>Budget</u>
Construction	\$ 235,500.00
Engineering/Design	\$ 44,500.00
Inspection (5%)	\$ 12,000.00
Contingency (5%)	\$ 12,000.00
Total:	\$ 304,000.00

INFRASTRUCTURE IMPACT

The existing traffic striping requires repainting to increase visibility and direction thus increasing the overall safety and welfare of the motoring public.



Raymond R. Cruz
City Manager

Attachment:
Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
CITY-WIDE STRIPING 2018

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 8th day of November, 2018 BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Superior Pavement Markings as CONTRACTOR in the amount of \$235,496.35.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

CONTRACTOR

By: _____

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

YOLANDA SUMMERHILL, CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

November 8, 2018

NEW BUSINESS

On-Call Land Development Plan Checking Services - Award of Contract

RECOMMENDATION:

That the City Council take the following actions:

- Accept the Proposals to Provide On-Call Land Development Plan Checking Services;
- Award Contracts to: Coory Engineering of Orange, California; Huitt-Zollars of Irvine, California; and PencoENG of Irvine, California, to provide On-Call Land Development Plan Checking Services; and
- Authorize the Mayor to execute Professional Services Agreements with Coory Engineering, Huitt-Zollars and PencoENG for a term of forty-eight (48) months.

BACKGROUND

The City Council authorized the Director of Public Works to issue a Request for Proposals (RFP) for On-Call Development Plan Checking Services at its August 23, 2018 meeting. The City received proposals from the following six (6) firms on September 25, 2018:

Company

1. Coory Engineering, Orange
2. PENCOENG, Irvine
3. Huitt-Zollars, Irvine
4. N|V|5, Irvine
5. KDM Meridian, Lake Forest
6. Transtech, Chino

A three-member evaluation team reviewed each proposal based on the RFP scope of work. The evaluation team consisted of Robert Garcia, Public Works CIP Manager, Arthur Cervantes, Associate Civil Engineer, and Al Fuentes, Project Manager. A summary of the proposal evaluation team's individual ratings for each proposal is attached.

Staff is recommending that the City Council award three (3) separate contracts to provide On-Call Development Plan Checking Services. Having three (3) firms available for on-call services will enhance the City's capacity to provide timely and cost-effective land development plan checking services.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed Professional Services Agreements.

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: October 31, 2018

FISCAL IMPACT

The funding needed to cover the cost of On-Call Land Development Plan Checking Services is included in the approved Public Works budget for FY 2018-2019.

INFRASTRUCTURE IMPACT

The procurement of On-Call Land Development Plan Checking Services will significantly contribute to the quality and timely completion of approved development projects, as well as expediting the processing of parcel maps within the City.

A handwritten signature in blue ink, appearing to read "R. Cruz", followed by a small "for" written in the same ink.

Raymond R. Cruz
City Manager

Attachments:

1. Evaluation Summary
2. Professional Services Agreements

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES

PROPOSAL RATING SUMMARY

Item No.	Criteria	Maximum Points	COORY ENGINEERING				HUITT-ZOLLARS				KDM MERIDIAN				NV5				PENCO				TRANSTECH			
			Rating			Avg. Rating	Rating			Avg. Rating	Rating			Avg. Rating	Rating			Avg. Rating	Rating			Avg. Rating	Rating			Avg. Rating
			1	2	3		1	2	3		1	2	3		1	2	3		1	2	3		1	2	3	
1.	QUALIFICATIONS OF THE FIRM Experience and capabilities of the firm to provide the services identified in the scope of services.	15	14	14	13	14	15	14	15	15	13	12	15	13	13	14	13	13	14	13	15	14	14	14	13	14
2.	PROJECT TEAM Consultant's qualifications, experience and time commitment of key personnel. Organizational chart showing team.	20	17	18	15	17	18	19	18	18	16	17	18	17	16	15	15	15	17	18	15	17	18	17	15	17
3.	KEY PERSONNEL Qualifications and experience of key personnel that will provide the services identified in the scope of services.	20	17	18	17	17	19	19	18	19	16	17	18	17	16	18	17	17	16	18	17	17	17	17	17	17
4.	PROJECT UNDERSTANDING AND APPROACH Knowledge of the work required and approach to the project. Proposed organization and commitment to provide scope of services.	20	16	19	18	18	19	19	20	19	16	17	17	17	16	18	16	17	18	17	20	18	15	15	10	13
5.	PAST EXPERIENCE AND REFERENCES Past experience with City or other Cities. References.	10	7	9	7	8	10	9	10	10	7	9	10	9	7	9	7	8	9	9	10	9	8	8	8	8
6.	PRICING Fair Pricing for the current economy.	15	13	14	12	13	14	14	14	14	5	5	5	5	6	5	5	5	12	10	13	12	12	13	13	13
TOTAL RATING:			84	92	82	86	95	94	95	95	73	77	83	78	74	79	73	75	86	85	90	87	84	84	76	81

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
COORY ENGINEERING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8TH day of November, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Coory Engineering ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-Call Land Development Plan Checking 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"). Consultant will be paid on a Time and Material basis as work is requested by the City.

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. This Agreement shall commence on the Effective Date and continue for a period of **48** months, ending on **November 8, 2022**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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 contractors, 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:

Coory Engineering
1718 N. Neville Street
Orange, CA 92865
Tel: (714) 202-8700
Attn: Samir M. Khoury, PE

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

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 contractor 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 contractor 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
COORY ENGINEERING

Samir M. Khoury, PE

Date: _____

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Jay Sarno, Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES



DEPARTMENT OF PUBLIC WORKS

**INQUIRIES REGARDING THIS PROJECT
MAY BE DIRECTED TO:**

**Robert A. Garcia, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7545**

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified professional consultants to provide On-Call Land Development Plan Checking Services on an as-needed basis for a period of up to four (4) years. The Consultant's services will generally include providing land development plan checking and surveying services. The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

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 Tuesday, September 25, 2018.**

Interested proposers must submit six (6) copies of their proposal labeled **"PROPOSAL FOR ON-CALL LAND DEVELOPMENT PLAN CHECKING 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 received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the City. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Robert A. Garcia, Project Manager at (562) 868-0511, extension 7545.

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	Monday, August 27, 2018
Deadline to Submit Questions	Monday, September 10, 2018 at 4:00 p.m.
Deadline to Receive Proposals	Tuesday, September 25, 2018 at 3:00 p.m.
Contract Award	Thursday, October 25, 2018
Notice to Proceed	Monday, November 19, 2018

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 Tuesday, September 25, 2018. Consultants must submit six (6) copies of their Proposal labeled **“PROPOSAL FOR ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES”** to:

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

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

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, Consultants 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. Consultants

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. Robert A. Garcia who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org

B. Clarifications of the RFP

Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify 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 4:00 p.m. on Monday, September 10, 2018. 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 4:00 p.m. on Monday, September 10, 2018 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 Thursday, September 13, 2018.

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 Consultant who elects to submit a proposal in response to this RFP or by any Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

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

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

8. CONFLICT OF INTEREST

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

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

9. KEY PERSONNEL

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

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

10. BASIS FOR AWARD OF CONTRACT

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

11. TERM OF AGREEMENT

The term of the Professional Services Agreement with the selected Consultant is forty eight (48) months, effective the date of executing the Agreement.

The City will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked.

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.

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

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

A. Letter of Offer

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

- Identification of Consultant, including name, address and telephone number.
- Name, title, address, 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 Consultant 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 Consultant to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

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

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide On-Call Land Development and Plan Checking Services.)
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Consultant to organize and provide the On-Call Land Development and Plan Checking Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Key personnel must have extensive knowledge and experience with topographic, design, and construction surveys .
- The identity of key personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and

how long each person has been with the firm. Include two (2) references for each key person with contact information for the reference.

- A statement that key personnel will be available to the extent proposed for the duration of the On-Call Land Development and Plan Checking Services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.

D. Consultants and/or Sub-consultants

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

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include the Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.

F. Client References

List your 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 your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. Rights to Materials

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

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. Pricing (Consultant fees) will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Consultant and key project team member's experience in performing similar work.
- Consultant and key project team member's record in accomplishing work assignments for projects.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Relevant project experience.
- Fee proposal.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the firms and the three (3) most qualified firms will be invited to an interview with the City Evaluation Committee, if necessary.

D. INTERVIEW

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

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

E. FINAL SELECTION

The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

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 Consultant'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 Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the City.

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

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

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

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 the Project; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

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

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

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

Should a contract be subsequently entered into between the City and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a 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 Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES

SCOPE OF SERVICES

The Consultant's services will generally include topographic, design, and construction surveys of Capital Improvements projects (roadway, water lines, sewer, storm drain, etc.). The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

- Parcel Map Review/Approval - Review and approval of parcel maps, legal descriptions, lot line adjustments and other development-related survey work, as required by the Subdivision Map Act under California Government Code section 66442.
- Topographic Survey - A survey locating topographic features, natural and man-made, such as buildings, improvements, fences, elevations, trees, streams, contours of the land, etc. The products of topographic surveys and topographic maps are the basis for planning studies and engineering designs.
- Pavement Elevation Survey. This is required for projects consisting of improvements of existing facilities, in order to develop accurate plans, specifications, and estimates.
- Boundary Survey. A survey for the express purpose of locating the corners and boundary lines of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the Professional Land Surveyors Act. Easement lines may also be located and/or established with this type of survey.
- Site Planning Survey. A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments.
- Utility Survey. This survey is undertaken to locate existing utilities for (a) consideration in engineering design, (b) purposes of utility relocation, and (c) right-of-way acquisition and negotiation. Survey limits and types of utilities to be located should be shown on the Survey Report. It is important to locate all significant utility facilities.
- Construction Survey. Construction staking of improvements shown on improvement plans for control of construction on developments for roads, buildings, pipelines, etc. Construction surveys establish basic line and grade for project construction. From these "control" stakes the contractor sets supplemental "working stakes." The control stakes are used also by the Project Engineer in checking the work for contract compliance. This shall also include markings of improvements, facilities, etc. to be removed during construction.
- Development Plan Check: Assist staff with land development plan checking of drainage, hydrology, hydraulics, storm water pollution prevention plan, erosion control.

EXHIBIT B
CONSULTANT'S PROPOSAL



CITY OF SANTA FE SPRINGS, CA

PROPOSAL FOR ON-CALL LAND DEVELOPMENT PLAN CHECKING AND SURVEYING SERVICES

September 24, 2018

PRESENTED BY:



COORY ENGINEERING

1718 N. Neville Street Orange, CA 92865

TEL.: (714) 202-8700

FAX: (714) 202-8701



LETTER OF OFFER



COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

September 24, 2018

Mr. Noe Negrete
Director of Public Works / City Engineer
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Subject: **Proposal for On-Call Land Development Plan Checking
and Surveying Services**

Dear Noe:

COORY ENGINEERING is interested in providing a Proposal for On-Call Land Development Plan Checking and Surveying Services to the City of Santa Fe Springs.

Thank you for inviting us to participate in this process and for the opportunity to fairly compete in this effort.

Our firm was established in 1980. A long history has been made of consistent completion of successful projects, public and private alike. Coming from a strong design background and involvement in construction of each project we design, gave us the knowledge to properly and strongly know the needs of land development design and surveying needs of every phase of a project.

As you know, we are very familiar with the City of Santa Fe Springs, serving the city and being associated with it since 1980, and many years before as employees working for the city. Thus far, we have successfully completed at least 220 projects for the city, most of which needed design, plan check and surveying services in one way or the other. Also, over the years, we were the surveyor of choice to support the needs of the former Santa Fe Springs Redevelopment Agency.

The following is a tabulation of information as requested in the RFP:

▪ **Authorized Contact person:**

Samir M. Khoury, PE

Telephone No.: (714) 202-8700

E-mail Address: skhoury@cooryengineering.com

1718 N. Neville Street, Orange, CA

TEL (714) 202-8700

FAX (714) 202-8701

September 24, 2018

Letter of Offer - Cont'd.

Page 2

- **Validity of Proposal:** This proposal shall be valid for at least ninety (90) days from submittal deadline of September 25, 2018.
- **Proposed sub-consultants:** None.
- **RFP Addenda:** Coory Engineering will abide by any addendum to the RFP.
- **General Statement:** The undersigned hereby certifies that all information submitted with this proposal is true and correct.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Samir M. Khoury", followed by a stylized flourish.

Samir M. Khoury, PE

TABLE OF CONTENTS

A.	COVER LETTER	i
B.	QUALIFICATION OF THE FIRM	1
C.	STAFFING AND ORGANIZATION	3
D.	SUB-CONSULTANTS	5
E.	WORK APPROACH	5
F.	CLIENT REFERENCES	6
G.	APPENDIX — RESUMES PROOF OF INSURANCE FEE SCHEDULE.....	7

QUALIFICATION OF THE FIRM

■ **COMPANY PROFILE:**

COORY ENGINEERING IS A LOCAL FIRM FORMED IN APRIL 1980. THE FIRM IS BASED IN THE CITY OF ORANGE, CA, LOCATED AT 1718 N. NEVILLE STREET, ORANGE, CA 92865, TELEPHONE No. (714) 202-8700.

THE COMPANY SPECIALIZES IN THE PRACTICE OF GENERAL CIVIL ENGINEERING AND LAND SURVEYING. MUNICIPAL ENGINEERING AND SITE DEVELOPMENT ARE THE AREAS OF INTEREST. WE EMPLOY AN AVERAGE OF 15 EMPLOYEES.

THIS COMPANY IS A SELF - OWNED COMPANY (SOLE PROPRIETORSHIP), OWNED BY SAMIR M. KHOURY, PE, AND CLASSIFIED BY THE STATE OF CALIFORNIA AS SBE. MR. KHOURY IS THE RESPONSIBLE PARTY FOR ENTERING INTO CONTRACTS AND SIGNING AGREEMENTS.

MR. KHOURY'S RCE No. IS 30567, OBTAINED IN 1979. THEREFORE, HIS LICENSE QUALIFIES HIM TO PRACTICE LAND SURVEYING AND SIGN SUBDIVISION MAPS AND OTHER SURVEYING RELATED DOCUMENTS IN THE STATE OF CALIFORNIA. THE 2 SURVEY CREWS WE RUN, WORK DIRECTLY UNDER THE SUPERVISION OF MR. KHOURY.

■ **FINANCIAL CONDITION:** VERY HEALTHY CONDITION FOR THE PAST 38 YEARS SINCE ESTABLISHMENT. THE COMPANY OWES NOTHING. THERE ARE NO ADVERSE CONDITIONS IN THE WAY OF THIS COMPANY TO IMPEDE ITS ABILITY TO PERFORM PROPERLY.

BOTH OFFICE AND SURVEYING SECTIONS ARE FULLY EQUIPPED WITH THE LATEST MODERN AND ELECTRONIC EQUIPMENT.

■ **EXPERIENCE:**

MOST PERSONNEL CAME TO THIS FIRM WITH MUNICIPAL OR GOVERNMENTAL BACKGROUND BY ACTUALLY WORKING FOR SUCH ESTABLISHMENTS AS CITIES AND GOVERNMENTS. OUR EMPLOYEES INCLUDE PROJECT MANAGERS, CONSTRUCTION MANAGERS, ENGINEERS, DESIGNERS, DRAFTSMEN, CAD OPERATORS, SURVEYORS, CHAINMEN, AND CLERICAL SUPPORT.

SOME OF OUR PERSONNEL WERE TRAINED IN YOUR CITY. SANTA FE SPRINGS WAS KNOWN OVER THE YEARS FOR HAVING A STRONG ENGINEERING DEPARTMENT. THE CITY EXPERIENCED HEAVY GROWTH IN THE 70s AND 80s WHEN LARGE PROJECTS WERE PERFORMED. ALL OF US WHO WORKED FOR THE CITY HAD THE OPPORTUNITY TO BE INVOLVED WITH LARGE PROJECTS. WE PERFORMED SIZABLE ASSESSMENT DISTRICTS, CAPITAL IMPROVEMENT PROJECTS AND REDEVELOPMENT PROJECTS THAT INVOLVED VARIOUS TYPES OF PUBLIC WORKS IMPROVEMENTS.

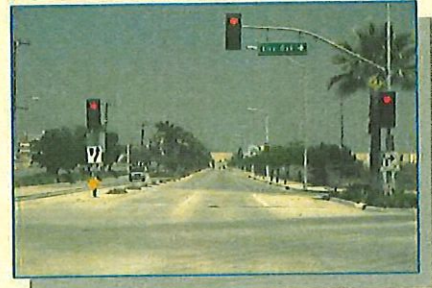
WITHOUT ANY DISCRIMINATION TO AGE, A SUCCESSFUL POLICY OF THIS COMPANY IS TO ENCOURAGE THE NEW GENERATION TO JOIN US AND BE TRAINED BY THE ELDERS. WE ARE PROUD TO SAY THAT WE NOW HAVE A POWERFUL MIXTURE OF EFFECTIVE PERSONNEL IN VARIOUS SPECIALTIES.

COMPARABLE EXAMPLES OF PREVIOUS WORK:

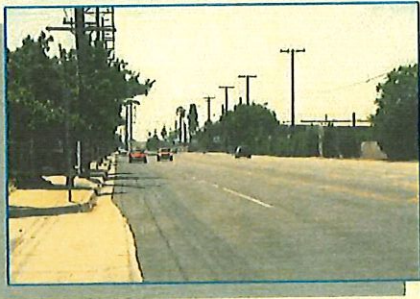
Beside the projects we performed for your city, we were the engineering company of choice for many cities. Our services included engineering and surveying for design purposes and construction needs. Also, as requested, we performed construction management when needed.

- **LIVE OAK / ARROW HIGHWAY REHABILITATION PROJECT, Irwindale.**

- Overall Cost: \$14,000,000.
- 4.5 Miles Long.
- Included Street Reconstruction and Landscaping.
- Various types of infrastructures including Water, Sewer, Storm Drain, Signals & Lighting.



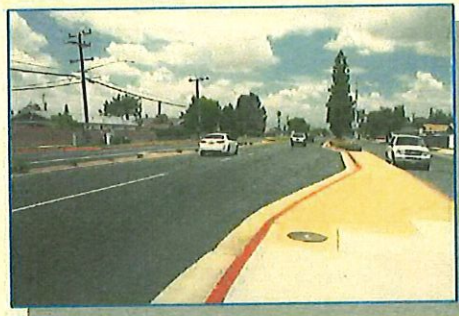
- **GLADSTONE STREET REHABILITATION PROJECT, Irwindale.**



- Overall Cost: \$600,000.
- 0.7 Miles Long.
- Complete Reconstruction.

- **KNOTT AVENUE REHABILITATION PROJECT, Buena Park.**

- Overall Cost: \$1,950,000.
- 1.0 Mile Long.
- Reconstruction & Cold Milling.
- Concrete Repairs.
- Artificial Turf in Medians.



- **LOS ANGELES ST. REHABILITATION PROJECT, Irwindale.**



- Cost: \$1,500,000.
- 0.7 Miles Long.
- Complete Street Reconstruction.
- Caltrans Freeway Off-ramps.
- New & Modified Traffic Signals.

■ **STRENGTH AND STABILITY OF THE COMPANY:**

THIS COMPANY HAS BEEN IN BUSINESS IN GOOD STANDING FOR THE PAST 38 YEARS. ASIDE FROM THE OWNER WHO SERVED SINCE THE BEGINNING, WE HAVE EMPLOYEES THAT ARE STILL WITH US FOR OVER 30 YEARS!

THE STAFF WE PROPOSE FOR THE SUBJECT SERVICES ARE VERY EXPERIENCED IN EVERY NEED THAT THESE SERVICES MAY REQUIRE. OUR AVAILABILITY FOR THIS TYPE OF SERVICES IS AT ITS BEST.

WE ARE HIGHLY SCHEDULED, AND KNOWN TO MEET OUR DEADLINES. AS TO SURVEYING, WE HAVE 2 SURVEY CREWS THAT ARE AVAILABLE TO SERVE YOUR NEEDS.

C

STAFFING & ORGANIZATION

PROJECT ORGANIZATION KEY PERSONNEL

IN ADDITION TO THE FOLLOWING LEAD MEMBERS, THERE ARE SUPPORTING STAFF, OFFICE MANAGEMENT, I.T. PERSONNEL, AND CLERICAL SUPPORT

PROJECT STAFF ~ PROFESSIONAL CREDENTIALS:

1. **PROJECT MANAGER - SAMIR M. KHOURY, PE:**
SAMIR'S FIRST DIPLOMA WAS IN SURVEYING. THEREFORE, HE WAS FORMALLY EDUCATED IN LAND SURVEYING. HE WORKED AS A SURVEYOR FOR 7 YEARS PRIOR TO GOING TO COLLEGE TO STUDY CIVIL ENGINEERING. AFTER GRADUATION AS A CIVIL ENGINEER, HE PASSED HIS R.C.E. IN 1979 WHICH ALLOWED HIM TO ALSO PRACTICE SURVEYING AND SIGN MAPPING IN CONJUNCTION WITH SURVEYING. WITH OVER THAN 30 YEARS EXPERIENCE, HE WILL BE HEADING THIS EFFORT OF PROVIDING YOUR CITY WITH PLAN CHECK, DESIGN AND SURVEYING SERVICES WHEN NEEDED.
2. **QUALITY ASSURANCE/QUALITY CONTROL MANAGER - JOHN R. PRICE, PE, TE:**
JOHN IS THE EX-CITY ENGINEER AND DIRECTOR OF PUBLIC WORKS OF THE CITY OF SANTA FE SPRINGS. HE WILL SERVE AS A PRINCIPAL ENGINEER IN CHARGE OF QUALITY ASSURANCE/ QUALITY CONTROL. AT PROJECT MILESTONE PROGRESS PRIOR TO RELEASE OF A PROJECT, JOHN REVIEWS THE PROJECT AND DIRECTS THE STAFF IF ANY BETTERMENT OF DESIGN IS NEEDED. ALSO, JOHN PERFORMS PLAN CHECK SERVICES AS NEEDED.
3. **CAD & DESIGN MANAGER – DUNG CHI TRAN:**
DUNG-CHI IS IN CHARGE OF CAD SERVICES, HARDWARE AND SOFTWARE. HE IS ALSO THE DESIGN MANAGER FOR THE VARIOUS IMPROVEMENT PLANS FOR LAND DEVELOPMENT AS WELL AS MUNICIPAL PROJECTS.
4. **N.P.D.E.S. MANAGER – KEAH-YING LIM, PH.D. (ENVIRONMENTAL ENGINEERING), E.I.T.:**
DR. LIM IS IN CHARGE OF THE ENVIRONMENTAL REPORTS AND IN PARTICULAR THE PREPARATION OF THE STORM WATER POLLUTION PREVENTION PLANS (SWPPP) AND LOW IMPACT DEVELOPMENT (LID) STUDIES FOR THE VARIOUS PROJECTS, INCLUDING PLAN CHECKING THE SAME. HE IS ALWAYS CURRENT WITH THE LATEST REQUIREMENTS.

5. **HYDROLOGY & HYDRAULICS ENGINEER - DUNG THI TRINH:**
MS. TRINH IS IN CHARGE OF THE PREPARATION OF HYDROLOGY AND HYDRAULIC REPORTS FOR THE VARIOUS LAND DEVELOPMENT PROJECTS. ALSO, SHE PERFORMS THE PLAN CHECK OF THE SAME SUBJECTS.
 6. **DESIGN ENGINEER - NATE DILLOW, E.I.T:**
NATE IS OUR NEWEST ADDITION, HE SUPPORTS THE SURVEY SECTION AS WELL AS THE DESIGN TEAM.
 7. **RESEARCH & MAPPING - ISAM BAJJALI:**
ISAM HAS OVER 30 YEARS OF EXPERIENCE AT COORY ENGINEERING. HE HANDLES THE RESEARCH, ANALYSIS, AND CREW COORDINATION NEEDED FOR SURVEYING TASKS. AT TIMES, HE ALSO GETS ENGAGED IN MAPPING PLAN CHECK. HIS OTHER EXPERTISE IS IN TRAFFIC SIGNALS, STREET LIGHTING, STRIPING & SIGNAGE AND THE PREPARATION OF TRAFFIC CONTROL PLANS.
 8. **LEAD PROJECT SURVEYOR - CHRISTOPHER ERIKSEN, LSIT:**
CHRISTOPHER HAS 14 YEARS EXPERIENCE IN SURVEYING AND CAD. A STRONG DELIVERY OF WORK FROM FIELD TO FINISH, UTILIZING THE MOST MODERN SURVEY EQUIPMENT AND COMPUTER SOFTWARE. OTHER ABILITIES INCLUDE THE PREPARATION OF MAPPING, LEGAL DESCRIPTIONS AND OFFERING AN EXCELLENT SUPPORT TO THE DESIGN AND PLAN CHECK TEAM.
 9. **PROJECT SURVEYOR - NADER GHASHGHAI:**
NADER HOLDS A B.S. DEGREE IN GEOMATICS ENGINEERING AND PHOTOGRAMMETRY FROM FRESNO STATE UNIVERSITY. HAS HAD OVER 29 YEARS OF EXPERIENCE, OUT OF WHICH 22 YEARS WITH COORY ENGINEERING.
-

▪ **RESUMES:**

PLEASE REFER TO RESUMES OF THE PRINCIPAL ENGINEERS LOCATED IN THE APPENDIX SECTION OF THIS PROPOSAL.

▪ **KEY PERSONNEL IDENTITIES & COMMITMENT:**

- IDENTITIES ARE AS DESCRIBED ABOVE.
- COMMITMENT: ASSIGNED STAFF WILL BE 100% ATTENTIVE AND AVAILABLE WHEN THE CITY ISSUES A TASK.

▪ **AVAILABILITY OF STAFF:**

THE KEY PERSONNEL WILL BE AVAILABLE FOR THE DURATION OF THE ON-CALL VARIOUS SERVICES CONTRACT. NO PERSON DESIGNATED AS KEY PERSONNEL SHALL BE REMOVED OR REPLACED WITHOUT THE PRIOR CONCURRENCE OF THE CITY OF SANTA FE SPRINGS.

D**SUB-CONSULTANTS**

NO SUB-CONSULTANTS ARE PLANNED OR NEEDED FOR THIS CONTRACT AT THIS TIME. WE HAVE THE ADEQUATE RESOURCES.

E**WORK APPROACH**

THE FOLLOWING IS A TABULATION OF THE APPROACH:

- **THE CITY DEFINES A TASK.**
- **PROJECT MANAGER, SAMIR KHOURY MEETS WITH THE CITY AND DISCUSSES THE NEEDS.**
- **SAMIR KHOURY ASSIGNS THE PROPER STAFF BASED ON THE TYPE OF PROJECT.**
- **STAFF WILL RESEARCH THE PROJECT.**
- **EACH MEMBER OF THE STAFF PERFORMS THE ASSIGNED PORTION OF THE TASK.**
- **THE PROJECT MANAGER MONITORS THE WORK AS IT PROGRESSES.**
- **JOHN PRICE VERIFIES THE WORK FOR QUALITY CONTROL.**
- **CORRECTIONS AND IMPROVEMENTS ARE MADE IF NEEDED.**
- **WORK DELIVERED TO THE CITY.**

MAPPING SHALL BE CHECKED BY ISAM BAJJALI, CHRISTOPHER ERIKSEN. COMPLETED WORK SHALL BE SIGNED BY SAMIR KHOURY.

DELIVERY:

THE CITY OF SANTA FE SPRINGS WILL SERVE AS OUR BEST WITNESS IN REGARDS TO WELL DELIVERY OF PRODUCTS AND ON SCHEDULE, BASED ON NUMEROUS PAST ACCOMPLISHMENTS.

OUR DEALINGS WITH THE CITY WERE HONEST AT ALL TIMES AND CONSISTENT. OUR FEES WERE ALWAYS REASONABLE AND BELOW MARKET.

REFERENCES:

NUMEROUS COMPANY REFERENCES CAN BE FURNISHED FOR MUNICIPAL PROJECTS AND OTHER PROJECTS SUCCESSFULLY COMPLETED BY OUR FIRM, SOME CITY REFERENCES ARE AS FOLLOWS:

- 1. CITY OF IRWINDALE, MR. WILLIAM (KWOK) TAM, CITY MANAGER:
(626) 430-2217**
- 2. CITY OF SANTA FE SPRINGS, MR. FRED LATHAM, FORMER CITY
MANAGER: (562) 691-1991**
- 3. CITY OF BUENA PARK, MR. NABIL HENEIN, DEPUTY CITY ENGINEER:
(714) 562-3685**



APPENDIX

- **RESUMES OF PRINCIPAL ENGINEERS**
- **PROOF OF INSURANCE**
- **FEE SCHEDULE**

RESUMES OF PRINCIPAL ENGINEERS

PROJECT MANAGER

SAMIR M. KHOURY, P.E.

Education, Registrations & Certification

- Diploma in Surveying
- Bachelor of Science, Civil Engineering
- Registered Civil Engineer: C-30567, California
- APWA, Member
- Institute for Water Resources, Member
- Institute for Transportation, Member
- ASCE, Life Member



Professional Experience

Mr. Khoury has over 30 years of experience in the field of Civil Engineering and Land surveying. Ten years of this experience was spent as a Municipal Engineer by working for the City of Santa Fe Springs and the City of Lynwood. Over the years, Mr. Khoury has provided multiple consulting services to numerous Cities in Southern California. He has extensive experience in dealing with all aspects of City projects and services along with site development skills for municipal, residential, commercial and industrial projects.

Mr. Khoury has designed and supervised numerous street improvement projects that involved new streets, street rehabilitation, various utilities and traffic related facilities, among many other municipal projects such as sewer, water, storm drain and parks.

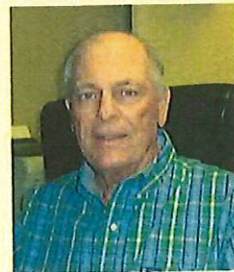
DIRECTOR OF ENGINEERING
(QA / QC MANAGER)

JOHN R. PRICE, P.E.

Education, Registrations & Certification

Bachelor of Science, Civil Engineer:
University of Wyoming, Wyoming
Registered Professional Civil Engineer No. 28182, California
Registered Traffic Engineer No. 0294, California

Member: American Society of Civil Engineers
American Water Works Association
American Public Works Association – Life Member



Professional Experience

- Coory Engineering/ Director of Engineering
- City of Santa Fe Springs Director of Public Works / City Engineer

As Director of Engineering at Coory Engineering, Mr. Price oversees design and specification of various projects and serves on various city assignments for a number of cities as needed, including construction management of federally and state assisted projects.

As Director of Public Works, for over 22 years, Mr. Price oversaw the engineering, construction and maintenance of all municipal improvements including parks, streets, traffic, lighting, storm water control, sewers, the city water system, buildings, landscaping, bridges and other improvements.

Mr. Price also has experience working with;

- State of California Division of Highways (CALTRANS)
- Metropolitan Water District of Southern California
- City of Los Angeles Sewer Design, Bridge and Structural Design

PROOF OF INSURANCE

<b style="font-size: 1.2em;">CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/08/2018												
PRODUCER ALLAN PROCTOR AGENCY INC. STATE FARM INS.CO. 509. N. HARBOR FULLERTON, CA 92632		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Coory Engineering 1718 N. Neville St. Orange, CA 92865		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURERS AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: State Farm General Insurance Company 25151</td> <td>25151</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: State Farm General Insurance Company 25151	25151	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: State Farm General Insurance Company 25151	25151													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES														
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
WBR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	☒	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC	92-B4-Y841-1	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	078-4900-D08-75C	04/08/2018	04/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 0 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000								
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ 0 AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT \$ 0</td> <td></td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE \$ 0</td> <td></td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT \$</td> <td></td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT \$ 0		EL DISEASE - EA EMPLOYEE \$ 0		EL DISEASE - POLICY LIMIT \$	
WC STATUTORY LIMITS	OTHER													
EL EACH ACCIDENT \$ 0														
EL DISEASE - EA EMPLOYEE \$ 0														
EL DISEASE - POLICY LIMIT \$														
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS														

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <i>[Signature]</i>
-----------------------------------	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/03/18

PRODUCER Apgar & Bullard Insurance 2650 East Imperial Hwy, Suite #205 Brea, CA 92821 Phone (714) 985-9830 Fax (714) 985-9754		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Coory Engineering 1718 N. Neville Street Orange, CA 92865		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Wesco Insurance Company	15032
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OF MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTY	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☐	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐				GENERAL AGGREGATE	
		GARAGE LIABILITY ☐ ANY AUTO ☐				PRODUCTS - COM/OP AGG	
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ ☐ DEDUCTIBLE ☐ RETENTION \$				COMBINED SINGLE LIMIT (Ea accident)	
A	☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WWC3349366	05/01/2018	05/01/2019	☒ WC STATU- TORY LIMITS ☐ OTH- ER	1,000,000
						E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE - EA EMPLOYEE	1,000,000
						E.L. DISEASE - POLICY LIMIT	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Golden Solar, LLC is named additional insured to the above listed policy as their interests may apply.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01) QF

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A/E Insurance Services 19680 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Heather Harris PHONE (A/E, H, Ext.): 360-598-5026 FAX (A/E, H): 360-598-3703 EMAIL: hharris@hallandcompany.com ADDRESS:	
INSURED Coory Engineering 1718 North Neville Street Orange CA 92866-4214		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY INSURANCE UNDERWRITERS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
25184		NAIC # 19917	

COVERAGES		CERTIFICATE NUMBER: 131828448		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ. ☐ LOC ☐ OTHER				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION ☐				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N DESCRIPTION OF OPERATIONS below				
A	Professional Liab: Claims Made		AEX100891-0006	10/23/2017	10/23/2019
LIMITS EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 Per Claim \$2,000,000 Aggregate					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.
Project: All

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------	---

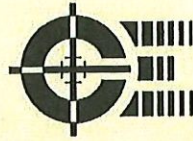
© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 26 (2016/03)

The ACORD name and logo are registered marks of ACORD

EXHIBIT C
FEE SCHEDULE

FEE SCHEDULE



COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

FEE SCHEDULE

• **OFFICE (Based on Regular Wages):**

PRINCIPAL ENGINEER:	\$230.00/HR
DESIGN ENGINEER:	160.00
DRAFTSPERSON:	130.00
CLERICAL / RESEARCH:	55.00

• **SURVEYING (Based on Regular Wages):**

1-MAN PARTY:	\$130.00/HR
2-MEN PARTY:	230.00
3-MEN PARTY:	330.00

• **SURVEYING (Based on Prevailing Wages):**

1-MAN PARTY:	\$155.00/HR
2-MEN PARTY:	310.00
3-MEN PARTY:	450.00

Effective: 8/1/2018

1718 N. Neville Street, Orange, CA 92865

TEL: (714) 202-8700

FAX: (714) 202-8701

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
HUITT-ZOLLARS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8TH day of November, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Huitt-Zollars, Inc. a ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-Call Land Development Plan Checking 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"). Consultant will be paid on a Time and Material basis as work is requested by the City.

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. This Agreement shall commence on the Effective Date and continue for a period of **48** months, ending on **November 8, 2022**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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 contractors, 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:

Huitt-Zollars, Inc.
2603 Main Street, Suite 400
Irvine, CA 92614
Tel: (949) 988-5815
Attn: Jeffrey J. Lenherr, Vice
President/Survey Manager

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

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 contractor 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 contractor 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
Huitt-Zollars, Inc.

Jeffrey J. Lenherr, Vice President/Survey Manager

Date: _____

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Jay Sarno, Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES



DEPARTMENT OF PUBLIC WORKS

**INQUIRIES REGARDING THIS PROJECT
MAY BE DIRECTED TO:**

**Robert A. Garcia, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7545**

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified professional consultants to provide On-Call Land Development Plan Checking Services on an as-needed basis for a period of up to four (4) years. The Consultant's services will generally include providing land development plan checking and surveying services. The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

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 Tuesday, September 25, 2018.**

Interested proposers must submit six (6) copies of their proposal labeled **"PROPOSAL FOR ON-CALL LAND DEVELOPMENT PLAN CHECKING 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 received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the City. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Robert A. Garcia, Project Manager at (562) 868-0511, extension 7545.

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	Monday, August 27, 2018
Deadline to Submit Questions	Monday, September 10, 2018 at 4:00 p.m.
Deadline to Receive Proposals	Tuesday, September 25, 2018 at 3:00 p.m.
Contract Award	Thursday, October 25, 2018
Notice to Proceed	Monday, November 19, 2018

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 Tuesday, September 25, 2018. Consultants must submit six (6) copies of their Proposal labeled **"PROPOSAL FOR ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES"** to:

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

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

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, Consultants 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. Consultants

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. Robert A. Garcia who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org

B. Clarifications of the RFP

Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify 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 4:00 p.m. on Monday, September 10, 2018. 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 4:00 p.m. on Monday, September 10, 2018 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 Thursday, September 13, 2018.

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 Consultant who elects to submit a proposal in response to this RFP or by any Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

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

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

8. CONFLICT OF INTEREST

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

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

9. KEY PERSONNEL

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

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

10. BASIS FOR AWARD OF CONTRACT

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

11. TERM OF AGREEMENT

The term of the Professional Services Agreement with the selected Consultant is forty eight (48) months, effective the date of executing the Agreement.

The City will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked.

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.

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

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

A. Letter of Offer

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

- Identification of Consultant, including name, address and telephone number.
- Name, title, address, 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 Consultant 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 Consultant to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

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

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide On-Call Land Development and Plan Checking Services.)
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Consultant to organize and provide the On-Call Land Development and Plan Checking Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Key personnel must have extensive knowledge and experience with topographic, design, and construction surveys .
- The identity of key personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and

how long each person has been with the firm. Include two (2) references for each key person with contact information for the reference.

- A statement that key personnel will be available to the extent proposed for the duration of the On-Call Land Development and Plan Checking Services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.

D. Consultants and/or Sub-consultants

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

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include the Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.

F. Client References

List your 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 your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. Rights to Materials

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

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. Pricing (Consultant fees) will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Consultant and key project team member's experience in performing similar work.
- Consultant and key project team member's record in accomplishing work assignments for projects.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Relevant project experience.
- Fee proposal.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the firms and the three (3) most qualified firms will be invited to an interview with the City Evaluation Committee, if necessary.

D. INTERVIEW

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

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

E. FINAL SELECTION

The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

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 Consultant'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 Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the City.

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

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

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

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 the Project; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

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

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

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

Should a contract be subsequently entered into between the City and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a 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 Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES

SCOPE OF SERVICES

The Consultant's services will generally include topographic, design, and construction surveys of Capital Improvements projects (roadway, water lines, sewer, storm drain, etc.). The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

- Parcel Map Review/Approval - Review and approval of parcel maps, legal descriptions, lot line adjustments and other development-related survey work, as required by the Subdivision Map Act under California Government Code section 66442.
- Topographic Survey - A survey locating topographic features, natural and man-made, such as buildings, improvements, fences, elevations, trees, streams, contours of the land, etc. The products of topographic surveys and topographic maps are the basis for planning studies and engineering designs.
- Pavement Elevation Survey. This is required for projects consisting of improvements of existing facilities, in order to develop accurate plans, specifications, and estimates.
- Boundary Survey. A survey for the express purpose of locating the corners and boundary lines of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the Professional Land Surveyors Act. Easement lines may also be located and/or established with this type of survey.
- Site Planning Survey. A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments.
- Utility Survey. This survey is undertaken to locate existing utilities for (a) consideration in engineering design, (b) purposes of utility relocation, and (c) right-of-way acquisition and negotiation. Survey limits and types of utilities to be located should be shown on the Survey Report. It is important to locate all significant utility facilities.
- Construction Survey. Construction staking of improvements shown on improvement plans for control of construction on developments for roads, buildings, pipelines, etc. Construction surveys establish basic line and grade for project construction. From these "control" stakes the contractor sets supplemental "working stakes." The control stakes are used also by the Project Engineer in checking the work for contract compliance. This shall also include markings of improvements, facilities, etc. to be removed during construction.
- Development Plan Check: Assist staff with land development plan checking of drainage, hydrology, hydraulics, storm water pollution prevention plan, erosion control.

EXHIBIT B
CONSULTANT'S PROPOSAL

September 25, 2018

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

RE: Proposal for On-Call Surveying Services

Dear Mr. Negrete:

In response to your request for proposal issued August 27, 2018, Huitt-Zollars is pleased to submit our proposal to the City of Santa Fe Springs to provide On-Call Land Development and Plan Checking services. Huitt-Zollars is well qualified and experienced in providing On-Call Surveying Services to Public Agencies locally throughout the Southern California area.

We have appreciated and enjoyed our past relationship working with the City of Santa Fe Springs on multiple projects. We look forward to continuing the opportunity to build our relationship with the City and to be an extension of the City staff.

Upon award of a contract, Mr. Jeff Lenherr, PLS, will serve as the Project Manager and main point of contact with the City. Mr. Lenherr has extensive experience with "Surveying On-Call" contracts including: Orange County Transportation Commission (OCTA); County of Orange (surveying and map checking services); Riverside County Transportation Commission (RCTC); Riverside County Real Estate Division; City of Santa Fe Springs and the City of Santa Ana.

Huitt-Zollars will be serving in the role of prime consultant for this project. Our firm is an equal opportunity multidiscipline organization, comprised of Professional Licensed Land Surveyors, Registered Civil Engineers, and technical support personnel, that has provided quality surveying, mapping and engineering services to the public and private sectors for over three decades. A significant amount of our surveying and mapping services has been performed for public agencies in accordance with their specific standards.

We will be utilizing Robert J. Lung & Associates (RJL) as a sub-consultant to provide aerial mapping services as may be required. Our two companies have been working on projects together for over 30 years.

Mr. Noe Negrete
City of Santa Fe Springs
September 25, 2018
Page 2

Patrick McNally will be serving as the Quality Assurance Coordinator, as well as a Project Surveyor, for the duration of the contract. Mr. McNally has over 30 years of experience in providing quality surveying services to both public and private clients.

We hereby attest that all of the information in this proposal is true and correct and that Huitt-Zollars is obligated by all addendums in this RFP.

This proposal and any time sensitive information or criteria represented herein will be valid for 90 days from September 25, 2018.

We look forward to participating in the consultant selection process for this interesting project. If you have any questions regarding this proposal, please do not hesitate to call us at (949) 988-5815.

Sincerely,

HUITT-ZOLLARS, INC.

Jeffrey J. Lenherr PLS, CFedS
Vice President/Survey Manager

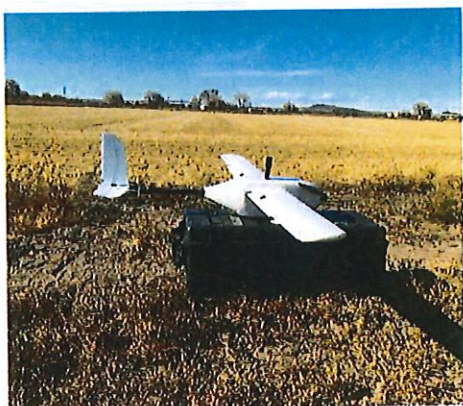


City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

HUITT-ZOLLARS – QUALIFICATIONS OF THE FIRM

Huitt-Zollars (HZ) was incorporated in the State of Texas in 1975 and is a Full Service Civil Engineering Firm. HZ has approximately 550 employees in 19 offices covering the Western half of the United States, with local offices in Irvine, Ontario and Thousand Oaks. HZ has no financial issues and has no pending litigation that will impact the On-Call Surveying Services contract. HZ offers a complete range of land surveying services to support all types of clients and projects, ranging from On-Call Surveying contracts with City, County and State governmental agencies to developers, construction companies, Title Companies and the real estate industry. A large percentage of our land surveying projects are generated from repeat clients which indicates a trust and confidence in our people and the services we provide. With our experienced group of Professional Land Surveyors, multiple field crews, office Survey Technicians, and state-of-the-art surveying and mapping equipment, we are able to provide clients with well-coordinated, cost-effective surveys and related documentation in a timely and efficient manner.

Our Subconsultant and valued Team Member for this project will be Robert J Lung and Associates (RJL) who will be providing any Aerial Mapping services that may be required. HZ and RJL have been working closely together on projects for over 10 years.



Our Surveying Department operates with maximum efficiency, utilizing applicable modern technology and experienced field and office personnel. Among the capabilities offered by this department are:

- **Topographic Surveys:** HZ has provided a myriad of topographic surveys varying from small very detailed topographic surveys showing all improvements, utilities and contours with spot grades, to large area Planning Level surveys (hundreds of acres) showing all contours. We have provided aerial topographic surveys with the use of our fixed wing drone on projects ranging from 100 acres to 1,500 acres. In some cases we have combined conventional field topography with the drone data to produce highly accurate topographic mapping of large sites and roadway corridors.
- **Pavement Elevation Surveys:** Huitt-Zollars has performed hundreds of these types of survey ranging in size from small alley reconstruction projects to several miles of active public roadway for rehabilitation, both for our In-House Engineers, our Public Agency Clients, as well as other Civil Engineering firms that do not have in-house surveying services. Typically for a pavement rehabilitation project we would locate from Top of Curb to Top of Curb with shots at Top of Curb, Flow Line, Lip of Gutter, Edge of Pavement, lane lines or grade breaks, median Lip of Gutter (if existing), Flow Line (if existing), Top of Curb and street centerline. We would also locate all surface features and utilities in this same area. We will then compile a Topographic Map showing the street centerlines, 'Record' Right-of-Way lines, the survey shots and line work (either aerial mapping or drawn from ground survey shots). The final product would also include a coordinate file containing the 'long descriptions' for each survey shot.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

- **Boundary Surveys:** We have provided boundary surveys on projects ranging in size from a few acres to several thousand acres, and along with the size of project, our understanding of the application of geodetic principles is critical. These projects require detailed research into land ownerships (for both the subject property and adjoining properties), preparation of ownership plats, field surveys, boundary analysis, final drafting and boundary reports if required. Throughout the project, a quality review process is ongoing to ensure the accuracy of the survey.
- **Site Planning Surveys:** HZ has provided these types of surveys numerous times for preliminary engineering. These type of surveys can either be a very detailed final product by combining the Topographic Survey and the Boundary Surveys described above or it can be as simple as an aerial Topographic Map with 'Record' Boundary lines shown, to be used for larger 'Planning Level' type of use.
- **Utility Surveys:** HZ provides utility surveys often for our in-house engineering and multiple public and private clients. We usually map the utilities in the field and incorporate record documents to accurately map the utilities.
- **Construction Staking:** From street, highway and underground utility construction, to residential subdivisions and large commercial projects and Planned Communities involving staking of all grading, utilities, buildings and parking areas, our survey department is well-experienced with projects of all sizes. Huitt-Zollars is currently working on many different construction projects such as Peters Canyon which is one half mile of reconstruction of a drainage channel along with multiple large building tracts staking roadways, rough grading, building pads, wet utilities and final grade staking.
- **Spot Location / Monitoring Surveys:** HZ was responsible for the Quality Control Survey work for the construction of the Upper Chiquita Reservoir project off of Oso Parkway at the Foothill Transportation Corridor. As part of this contract HZ was responsible for periodic surveys of key construction items such as back cuts, keyways, benches, intake water lines, drains, etc. and comparing the as-built locations versus the design location of these items and to generate a report of this work. After the dam was constructed, HZ oversaw the installation of monitoring points (32) set into 'wells' along the benches in the face of the dam. An initial baseline survey was established by HZ on these points and a plan was developed to monitor these points to be in conformance with State of California regulations relating to dams. HZ then monitored these locations to a very high precision by 'double determining' each point from three separate pairs of control points, first weekly, then monthly, then annually until the State signed off on the stability of the dam itself. We are currently monitoring on a yearly basis.
- **Approving and signing of Parcel Maps:** As described below, HZ has been preparing Tract Maps, Parcel Maps, Lot Line Adjustments, etc. for over 40 years and by doing so have developed our own in-house procedures and checklists to prepare these maps to a high quality. This experience in the preparation of these maps, gives us a great advantage in the review of these type of subdivision maps and together with our extensive Map Checking experience for Public Agency clients, we are well qualified to review, approve based on City Ordinances, Conditions of Approval, Subdivision Map Act, Land Surveyor's Act, and to sign as 'City Surveyor' for the Technical Approval required to record the map.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

Recognizing that these next few services are not specifically listed in the RFP, we still offer them to the City as potential services that we provide to some of our other governmental clients:

- **On-Call Map Checking:** Huitt-Zollars has extensive experience in providing Map Checking services under our past and our existing "On-Call Map Checking" contracts. We have existing contracts for map checking services with the County of Orange, the City of Santa Ana, and the City of Santa Fe Springs. Under our existing contract with the County of Orange, we have checked over 700 maps, including Tract Maps, Parcel Maps and Records of Survey.
- **Right-of-Way Engineering:** Huitt-Zollars has provided right-of-way engineering packages for numerous cities and agencies including the County of Orange, the County of Santa Barbara, the Orange County Transportation Authority (OCTA), Cities of Anaheim, Downey, Fullerton, Mission Viejo and Santa Ana. Packages include Right-of-Way maps, legal descriptions for: Acquisition, Utility Relocation and Temporary Construction Easements, title report review, and existing easement plotting and the preparation of title exception investigation reports. For the Garden Grove Freeway, State Route 22 Widening project, HZ was responsible for a 2-mile segment of the freeway from Lewis Street in the City of Orange to Main Street in Santa Ana. This section included the interchange with the 57 and 5 freeways and the Santa Ana River.
- **Geographic Information System (GIS):** Huitt-Zollars is in the forefront of GIS technology, providing GIS products and related services to many of our public and private clients. It is our commitment to remain on the cutting edge of this technology in continual support of the growing number of applications that stand to benefit from GIS. Huitt-Zollars is equipped with full versions of the ESRI software as well as a full complement of CADD solutions. These include ArcGIS 10.6, 3D Analyst, Spatial Analyst, Network Analyst, ArcHydro, GeoRAS, GeoHMS & Civil3D. Our staff has extensive experience in GIS and CADD, from collecting data in the field with ArcPad to building base maps in a Geodatabase, providing ArcGIS Online services, needs assessment, database design, and training. Finally, our most important resources are our personnel with over 40 years of combined GIS experience.
- **Monument Perpetuation:** Huitt-Zollars routinely prepares Pre- and Post- Construction Corner Records for the perpetuation of both centerline and other monuments that may be disturbed or destroyed by improvements (Section 8771 of the State of California Business and Professions Code (B&P Code)). Where appropriate, we have also prepared Records of Survey that delineate the establishment and source of either the monuments or 'the line(s)' that may not appear on a map of record (Section 8762 of the State of California Business and Professions Code (B&P Code)), that need to be perpetuated.
- **Horizontal and Vertical Control Surveys:** Huitt-Zollars regularly performs large-scale surveys for digital orthophotography and aerial mapping purposes covering development parcels consisting of thousands of acres to entire cities, utilizing a combination of GPS and conventional survey techniques. Huitt-Zollars has a long history of performing geodetic control surveys for agencies and private development clients. The field crews are



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

equipped with Trimble S6 Total Stations, R8 or 5800 Dual Frequency Receivers for use in Static, Fast Static or Real Time Kinematic survey methods and digital levels.

- **Map Preparation (Subdivision Mapping and Record of Surveys):** Huitt-Zollars has prepared and recorded hundreds of Subdivision Maps for both our private and public clients, with many of these in the City of Anaheim. Many of these subdivision maps were prepared for the Anaheim Redevelopment Agency under On-Call contracts with them. We are very familiar with the Subdivision Map Act and typical City Subdivision Ordinances. We recently prepared 3 Certificates of Compliance that fell partially within the City of Anaheim to transfer approximately 20,000 acres of land from The Irvine Company to the County of Orange for parks and open space. As mentioned above we also prepare Record of Surveys in strict compliance with state laws and local ordinances. In California, we routinely file Record of Surveys for boundary surveys, which fall under the items set forth in Section 8762 of the State of California Business and Professions Code (B&P Code). We also may recommend to our clients that they record a Record of Survey even if state law does not require that it be done. This may be done simply to provide public notice of a survey for the benefit of the client as well as the public in general for a unique situation. Huitt-Zollars prepares and records approximately one Record of Survey per month in our California offices to comply with Section 8762 of the B&P Code.

Subconsultant

Aerial Photography and Photogrammetric Services

Robert J. Lung & Associates

2832 Walnut Ave. Suite E

Tustin, CA 92780

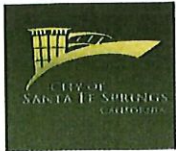
Contact: Chris Lung

Phone: (714) 832-2077 Fax: (714) 832-2049

We will be utilizing Robert J. Lung & Associates as a sub-consultant to provide aerial mapping services as required.

Robert J. Lung & Associates, Inc. was established in 1976 and is certified as both a State of California Small Business Enterprise (SBE) and as a California Public Utilities Commission (CPUC) certified Disadvantaged Business Enterprise (DBE). We have become one of the larger and more advanced mapping companies based in Southern California. We are a full service photogrammetry firm offering Photogrammetric, Lidar, Orthophoto, Spatial Data Handling and Aerial Photography services. We own and operate our flight department occupying a 3,200 square foot hangar located at the John Wayne Airport, as well as our 6,000 square foot production facilities in Tustin, California.

Robert J. Lung and Associates has been considered a highly professional, stable and trusted mapping firm for over 42 years. We bring a vast amount of experience to the production of topographic mapping, and we have completed tens of thousands of aerial surveys throughout California, as far north as Vancouver, south into Mexico, east to Virginia and even as far west as Hawaii and Guam in the Mariana Islands. Our client base is broad and varied, performing projects for many civil engineers, developers, City, County, district, State and Federal agencies.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

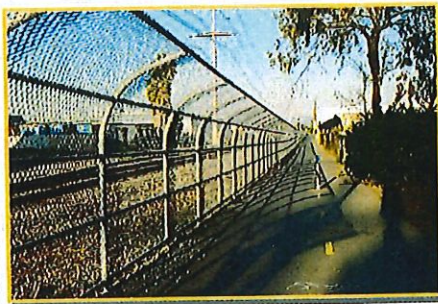
Relevant Project Experience - Robert J. Lung & Associates

- **Client: City of Anaheim**
RJL was selected as the photogrammetrist for the City's 2018-2021 Survey and mapping needs. To date, we have performed several successful mapping jobs for the City, producing both 1"=40' scale mapping with 1' contours and 1"= 20' scale mapping with 1/2' contours for Autocad and color orthophotos at .25' pixel.
- **Client: Henkels & McCoy**
RJL has performed dozens of jobs throughout the City of Anaheim for various electrical projects for both City and Disney expansion at 1"= 40' scale with 1' contours.
- **Client: Guida Survey**
RJL flew and performed full Caltrans mapping on the I-5 & 605 Freeway interchange, north through the City of Santa Fe Springs up to the 10 Freeway interchange, including all required A, B & C submittals, with data suitable for Microstation.
- **Client: BKF Engineering**
RJL was awarded the mapping contract for the Newport Mesa School District, mapping 26 assorted Elementary, Junior High and High Schools at 1"= 20' scale with 1' contours.
- **Client: Irvine Ranch Water District**
RJL flew and performed mapping on the San Joaquin Marsh and water treatment facility at 1"=40' scale with 1' contours. Final products were digital data suitable for Autocad and color digital orthophotos at .25' pixel.

Relevant Project Experience – Huitt-Zollars, Inc.

City of Santa Ana On-Call Surveying/Engineering Services – Santa Ana, California

Contact
John Gonzales
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92702
(714) 647-5071
Work Performed: 2001-2004 and
current
Contract Amount: \$250,000



Huitt-Zollars provided construction staking services for the City of Santa Ana including: street reconstruction for First Street from Grand Avenue to Bristol Street, the Alton/Maple Bike Trail project, and for the Eastside Neighborhood project. Work included topographic survey, curb and bus stop layout, sewer

staking, and monument perpetuation including tying out of existing monuments prior to construction, setting of final monuments after construction and the preparation of "pre" and "post" corner records.

In addition, Huitt-Zollars was responsible for all aspects of the right-of-way engineering services for this on-going contract. Services provided to date include: Boundary analysis, incorporation of proposed right-of-way lines into the existing land net and the preparation of legal descriptions and exhibits for right-of-way widening along 17th Street, Grand Avenue, and Warner Avenue.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

A few of the tasks completed under this contract include:

- **Monument Preservation:** Huitt-Zollars recently completed a large monument preservation project which included locating and tying out over 200 monuments.
- **First Street Rehabilitation:** Huitt-Zollars provided construction staking services for curb and gutter, street paving, sewer line construction and monument perpetuation Corner Records ("Pre" and "Post" construction) for this two-mile section of First Street from Bristol Street to Grand Avenue.
- **Alton/Maple Bike Trail:** Huitt-Zollars provided Route Surveying and Topographic Surveying, including cross-sections and detailed design survey required for engineering design, and also provided construction staking services for grading, retaining walls, paving and pedestrian bridge construction for approximately 4,000 linear feet of new bike trail within existing railroad right-of-way from Flower Street to Orange Street.

Orange County – Live Oak and Trabucco Canyon Road Monument Preservation

Contact

Michael Kubisty
County of Orange
300 N. Flower Street
Sixth Floor
Santa Ana, CA 92702
(714) 448-0167

Work Performed: 2017-Ongoing

Contract Amount:
\$250,000+(survey)
\$5M+(total HZ contract)



Huitt-Zollars has been providing On-Call surveying services to the County of Orange on the Live Oak Canyon and Trabucco Canyon Road Monument Preservation Project. The project consists of locating and tying out existing

monuments on approximately 8 miles of roadway. This project has consisted of approximately 300 monuments. As part of the contract Huitt-Zollars has set control, located monuments, set new reference ties for the monuments and prepared pre-construction corner records. The second phase of this project is to set all monuments that were destroyed during construction, set new reference ties for any destroyed and to prepare post construction Corner Records.

On-Call Surveying Services, City of Santa Fe Springs, CA

Contact

Dan Eckel
County of Orange
300 N. Flower Street
Fourth Floor
Santa Ana, CA 92702
(714) 834-3514

Work Performed: 1996-2004

Contract Amount: \$200,000+





City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

Huitt-Zollars is responsible for this on-call project, which consists of various surveying services. Huitt-Zollars has performed numerous Legal Description preparation, topographic mapping and map checking services under this contract. We are currently providing topographic services on Greenstone and Greenleaf Avenue consisting of mapping the existing roadways from right of way line to right of way line. The project is approximately 7000' in length. We are currently providing Map Check on numerous different city contracts.

On-Call Engineering Services – OC Parks, County of Orange, California

Contact
Joanne Quirk / Ernest Siedel
OC Parks
13042 Old Myford Road
Irvine, CA 92602
(949) 923-3758

Work Performed: 2010-Ongoing

Contract Amount: \$250,000



Huitt-Zollars is responsible for the topographic surveying and Civil Engineering design for this On-Call contract with OC Parks. Surveying work performed to date includes Wagon Wheel Wilderness Park, Tierras Creek Trail Wash Out Area, Modjeska Canyon – Box Car Bridge, Orange County Zoo site and adjacent Santa Ana River bed. Work included the establishment of

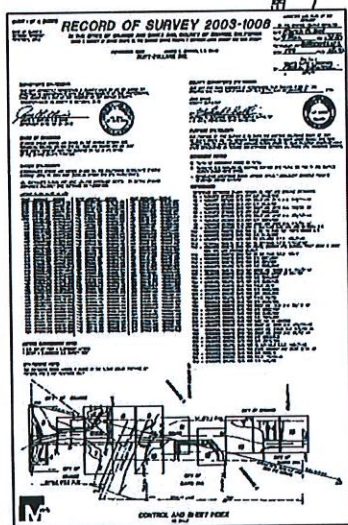
horizontal and vertical control for each project, site walks to discuss the issues and possible solutions and project limits, perform topographic survey and prepare a Topographic Map showing the results of the survey to be used for engineering design. HZ has also been responsible for the mapping effort in expanding OC Parks property, both with the Irvine Company (20,000 acres) and the Rancho Mission Viejo.

State Route 22 R/W Engineering – Orange County, California

Contact
Simin Yazdan
Orange County Transportation
Authority
550 South Main Street
Orange, CA 92863
(714) 560-5758

Work Performed: 2002-Present

Contract Amount: \$250,000+



Huitt-Zollars was responsible for all aspects of this on-call project which consists of boundary surveys, boundary analysis, determination of existing freeway right-of-way lines and adjacent property lines, preparation of appraisal maps and right-of-way mapping, legal descriptions for right-of-way acquisition and the preparation of Pre construction / monument perpetuation Record of Survey for that portion of the Garden Grove Freeway from Lewis Street to Main Street (approximately 2 miles).



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

PROPOSED STAFFING AND PROJECT ORGANIZATION

The project team we have assembled for this on-call contract with the City of Santa Fe Springs has extensive experience in providing On-Call Surveying Services for Public Agencies in Southern California. Huitt-Zollars ensures that all team members are committed to the City of Santa Fe Springs and will be available to perform on any future projects. The Project Managers in the Survey and Mapping department at Huitt-Zollars meet each Monday morning to review the schedule and progress on existing projects. The team plans, schedules and prioritizes the existing and upcoming work on projects for the week ahead to maximize work flow efficiencies and delivery schedules. Impromptu meetings are held during the week as required to make adjustments. Professional resumes of the primary personnel who will be staffing this On-Call contract work, detailing their experience directly follows this page.

NAME	TITLE	EXPERIENCE WITH HUITT-ZOLLARS	REGISTRATION
Jeff Lenherr, PLS	Vice President, Project Manager	4 years	California/#9305
Patrick McNally, PLS	Senior Project Surveyor Quality Assurance/Quality Control	21 years	California/#6969
Russell Hanson, PLS, GISP	Project Surveyor	21 years	California/#8873
David Mackey, PLS	Project Surveyor	17 years	California/#8912
Paul Pietsch	Project Surveyor	15 years	
James Winkler	Project Surveyor	17 years	
Manuel Flores	Survey Party Chief	21 years	Cert. Party Chief
Erik Martinez	Survey Party Chief	19 years	
Manny Camacho	Survey Party Chief	4 years	
Mike Andreas	Survey Party Chief	3 years	

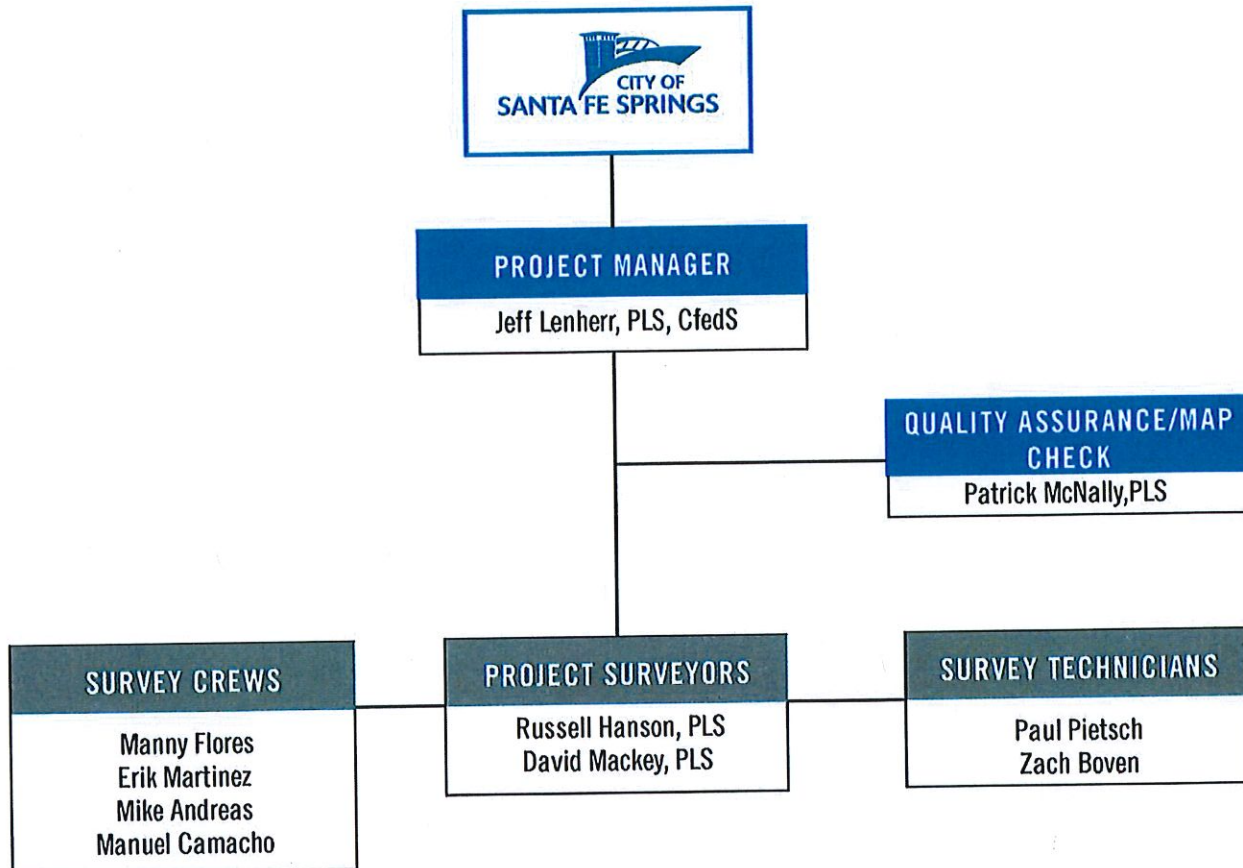
Huitt-Zollars is ready to commit the professional staff as required to the City of Santa Fe Springs to successfully perform the work required under the On-Call contract.

When the City has a project to assign, Jeff Lenherr will meet with the appropriate City staff to get the information for that assignment. Mr. Lenherr will then assign a Project Surveyor to the project who will handle the day to day aspects of that assignment. The Project Surveyor will report to Mr. Lenherr at least weekly to determine conformance with the scope, fee and schedule of the work. Corrective measures can be handled quickly and efficiently in this manner. The Project Surveyor will coordinate with the field crews and aerial sub-consultant as required. Mr. Lenherr and Mr. Pat McNally (QA/QC) will review all work products prior to delivery to the City.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

Organizational Chart





City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

JEFF LENHERR, PLS, CfedS – PROJECT MANAGER

REGISTRATION

Professional Land Surveyor
2016 / California / #9305
Professional Land Surveyor
1999 / Washington / #35977
Certified Federal Surveyor
2014 / #1615

KEY SKILLS

Certified Federal Surveyor
Map Preparation & Review
Geodetic Control
Right-of-Way Mapping
Topographic Mapping
Legal Description Preparation

Jeff Lenherr is a Licensed Land Surveyor in California and Washington State. He is also one of a select few Land Surveyors in the United States to hold a Certified Federal Surveyor Certificate. He owned and operated his own Land Surveying Company for 15 years prior to joining Huitt-Zollars in September 2014. He has the experience to take a project from start to finish with minimal oversight, resulting in lower costs and on-time deliveries. He has extensive experience in map preparation and review, geodetic control, right-of-way mapping, topographic mapping, lot line adjustments, subdivisions, legal description preparation, construction staking, Global Positioning Systems, and field procedures

RELEVANT PROJECT EXPERIENCE

On-Call Surveying/Engineering Services– Orange County, CA

Lenherr is the Project Manager for this on-call project. Services include monumentation, topographic mapping, and horizontal/vertical control.

On-Call Surveying/Engineering Services– Santa Ana, CA

Lenherr is the Project Manager for this on-call project. Services include monumentation, topographic mapping, and horizontal/vertical control. Huitt-Zollars has performed numerous construction staking, legal description preparation, topographic mapping, monument ties, and map checking services.

On-Call Surveying/Engineering Services– Santa Fe Springs, CA

Lenherr is the Project Manager for this on-call project. Services include numerous legal description preparations, topographic mapping, and map checking services.

On-Call Surveying Services Orange County Transportation Authority – Orange County, CA

Lenherr is the Project Manager for this on-call project. Services include boundary surveys, boundary analysis, determination of existing freeway right-of-way lines and adjacent property lines, preparation of appraisal maps and right-of-way mapping, legal descriptions for right-of-way acquisition, and the preparation of Records of Survey for a portion of the Garden Grove Freeway from Lewis Street to Main Street (approximately 2 miles).

On-Call Surveying Services Riverside County Transportation Commission – Riverside County, CA

Lenherr is the Project Manager for this on-call project. Services include legal description preparation, record of surveys, boundary analysis, researching and calculating existing freeway right-of-way lines and adjacent property lines, and right-of-way topographic mapping.

The Irvine Company

Lenherr has provided over 150 ALTA Surveys over the past 3 years for The Irvine Company. This work consisted of large commercial properties, apartment complexes, and self-storage properties.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

RUSSELL HANSON, PLS, GISP – PROJECT SURVEYOR

EDUCATION

1998, Bachelor of Science Civil
Engineering, Emphasis on
Surveying and Mapping/California
State Polytechnic University,
Pomona

REGISTRATION

Professional Land Surveyor
2011 / California / #8873
Engineer in Training:
1998 / California / #XE105465
GISP
2011 / #64594

KEY SKILLS

Subdivision Maps
Right-of-Way Mapping
Topographic Surveying
Records of Survey Preparation
Legal Description Preparation
GIS Databases

Russell Hanson is a Licensed Land Surveyor and a registered Geographical Information Systems Professional with over 20 years' experience at Huitt-Zollars. His responsibilities include preparation of Tract Maps, Parcel Maps and Legal Descriptions. Hanson also has extensive experience in GIS including Geodatabase design, ArcGIS, ArcGIS Pro, ArcGIS Server, Portal and ArcGIS Online.

RELEVANT PROJECT EXPERIENCE

Gobernadora Multi-Purpose Basin - Orange County, California

As Project Surveyor, Hanson was responsible for writing legal descriptions for grant deeds, quitclaims & access easements for ownership establishment of the basin to the County of Orange and SMWD. This included a record of survey to monument the grant deeds.

Rancho Mission Viejo Planning Area 2 – Orange County, California

As Project Surveyor, Hanson was responsible for final mapping and coordination of Tract Maps 17562, 17563, 17564, 17580, 17583 & 17588. Planning area 2 (PA 2) of The Ranch Plan encompasses 445 acres and includes: 1,100 total dwelling units in 14 residential product types; regional riding and hiking trail; class 1 off-road bicycle trail; sustainable circulation system for low speed vehicles/neighborhood electrical vehicles; community trail system; sports and community parks & neighborhood commercial site.

Sendero Retail – Orange County, California

As Project Surveyor, Hanson was responsible for final mapping and coordination of Tract Map 17054, Easements, Lot Line Adjustments and a Record of Survey. Sendero Retail consists of 40 Acres of retail, medical office and apartments.

Santa Margarita Water district – County of Orange, California

As Project GIS Manager, Mr. Hanson is responsible for converting hard copy maps of the domestic water and non-domestic water lines and features for the communities of Las Flores and Coto De Caza (approximately 2,500 residential units) for integration into SMWD's GIS database.

Santa Margarita Water district – County of Orange, California

As Project GIS Manager, Mr. Hanson is responsible for building the domestic water, non-domestic water and sewer line and features for Planning Area 1 & 2 (approximately 3,500 residential units) for integration into SMWD's GIS database. In addition Huitt-Zollars is creating Grid Maps for Planning Area 1 & 2 for the domestic water, non-domestic water and sewer line and features which label the Pipe Diameter, Pipe Type, Water Zone, Year of Installation and Flow Direction



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

DAVID MACKEY, PLS, EIT – PROJECT SURVEYOR

EDUCATION

2001, Bachelor of Science, Civil
Engineering, Surveying
Engineering Option, California
State Polytechnic University
Pomona

REGISTRATION

Professional Land Surveyor
2012 / California / #8912
Engineer in Training:
2001 / California / #111544

KEY SKILLS

ALTA/ACSM Land Title Surveys
Subdivision Maps
Right-of-Way Mapping
Topographic Surveying
Records of Survey Preparation
Legal Description Preparation
Construction Staking

David Mackey has 17 years of experience in the preparation of a wide range of mapping projects including ALTA/ACSM land title surveys, topographic surveys, subdivision maps such as tract maps, parcel maps, and condominium plans, records of survey preparation, boundary analysis, the preparation of legal descriptions, and construction surveying projects.

RELEVANT PROJECT EXPERIENCE

Topographic Surveys, City of Santa Fe Springs – Santa Fe Springs, CA

Mackey prepared topographic surveys in the City of Santa Fe Springs on Greenleaf Avenue and Greenstone Avenue for street widening purposes. Work included coordination with the city staff, calculation of street centerlines and Record Right of Way lines, processing of field data, creation of surface and contours, preparation of digital profiles and cross-sections, and preparation of final surveys.

Topographic Survey, Bristol Street – Santa Ana, CA

Mackey prepared a topographic survey on Bristol Avenue between St. Andrew Place and Warner Avenue. Work included calculation of street centerlines and Record R/W lines, processing of field data, preparation of Station and Offset reports and coordinate listing, creation of surface and contours and conversion to MicroStation using City of Santa Ana CADD standards. Work also included preparation and submittal of pre-construction Corner Records for monument perpetuation.

OCTA, State Route 22, Record of Survey 2003-1006 – Orange and Santa Ana, CA

Mackey assisted in several areas for this on-call project including the preparation of the preconstruction record of survey for that portion of the Garden Grove Freeway from Lewis Street to Main Street, preparation and revision of appraisal maps and legal descriptions for right of way acquisitions and easements.

Bristol Street Widening –Santa Ana, CA

Mackey assisted in the preparation of legal descriptions and exhibits for additional right of way takes and temporary construction easements in the City of Santa Ana.

Topographic Surveys, City of Downey – Downey, CA

Mackey prepared several topographic surveys in the City of Downey including: the Utilities Yard on Stewart & Gray Road; a 4-mile segment of Lakewood Boulevard; Firestone Boulevard at the border of the City of South Gate and the City of Downey; and well sites on Springer Street, Dolan Street and La Reina Avenue. Work included calculation of street centerlines and Record R/W lines, processing of field data, preparation of Station and Offset reports and coordinate listing, creation of surface and contours, preparation of digital cross-sections and preparation of final exhibits.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

PATRICK McNALLY, PLS – PROJECT SURVEYOR

EDUCATION

1981. Bachelor of Arts,
Geography; California State
University, Long Beach

REGISTRATION

Professional Land Surveyor:
1993 / California / #6969

KEY SKILLS

Digital Landbase Information
Systems
Geographic Information Systems
Map Check

Patrick McNally is an experienced manager of digital landbase information systems. During the past 21 years, he has acquired a solid foundation in the development, planning, and operation of all aspects of Geographic Information Systems (GIS). His experience includes responsibility for the County of Orange Digital Landbase including its maintenance, quality control, and agency-wide implementation.

RELEVANT PROJECT EXPERIENCE

On-Call Map Checking Services – City of Santa Ana, CA

McNally is responsible for the map checking process for this "on-call" map checking contract with the City of Santa Ana. Huitt-Zollars has checked approximately 30 City easements, lot line adjustments and voluntary lot mergers during our current "on-call" contract.

On-Call Map Checking Services – County of Orange, CA

McNally is the primary Map Checker for this "On-Call" map checking contract with the County of Orange. Huitt-Zollars has checked over 800 subdivision maps (Tract and Parcel Maps, Records of Survey) in coordination with Map Check Section leaders: Bruce Johnson, Wanda Bale, Anna Beal, and Lily Sandberg during our "on-call" contracts.

On-Call Map Checking Services – City of Santa Fe Springs, CA

McNally is responsible for the map checking process for this "on-call" map checking contract with the City of Santa Fe Springs. Huitt-Zollars has checked Parcel Maps, Records of Survey, easement legal descriptions, and lot line adjustments during our current "on-call" contract.

Map Checker, Parcel Map Unit - County of Orange, CA

As an employee of the Orange County Surveyor's Office, McNally reviewed maps by examining the boundary determination of public and private lands, interpreting legal descriptions, records research, and calculations for the County of Orange. For this project, he also checked compliance with the Subdivision Map Act, Land Surveyor's Act, and local ordinances. Parcel Maps, Records-of-Survey, and Final Maps were reviewed, approved, and processed for recordation.

On-Call Map Checking Services – City of Santa Ana, CA

Huitt-Zollars has checked over 65 City easements, lot line adjustments and voluntary lot mergers over the last 5 years, in coordination with Anderson Chrysostomo, during our "on-call" contract. McNally reviewed maps and documents by examining the boundary determination process, interpreting legal descriptions, records research, and calculations for the City of Santa Ana. For this contract, he also checked compliance with the Subdivision Map Act, Land Surveyor's Act, and local ordinances.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

PAUL PIETSCH – PROJECT SURVEYOR

EDUCATION

1989, Associate Diploma of
Cartography, University of
South Australia

KEY SKILLS

CAD Drafting
Project Management
ALTA Surveys
Record Map Research
Right-of-Way & Centerline
Calculations
Utility Research
Boundary & Easement
Calculations

Paul Pietsch has been with Huitt-Zollars for 15 years, and currently serves as a Project Manager and Senior CAD drafting specialist, working on survey and civil engineering projects.

RELEVANT PROJECT EXPERIENCE

On-Call Surveying - Cities of Anaheim, Long Beach, Costa Mesa & Downey, CA

Work consisted of record map research, centerline monument recovery survey, aerial mapping, ground cross-section survey, topographic surveys and right of way engineering for the rehabilitation and widening of tens of miles of street in local cities. Pietsch was responsible for record map research, right of way and centerline calculations for survey control, creation of the digital terrain model (DTM) for the roadway surface and preparation of existing condition digital cross-sections.

State of California On-Call, Department of General Services – Santa Fe Springs & Vista, CA

The State of California required detailed topographic surveys for existing conditions of proposed California Highway Patrol stations in the cities of Santa Fe Springs and Vista. Pietsch was responsible for boundary and easement calculations, utility research and creation of the digital terrain model (DTM) for the existing site surface which he used to produce Topographic maps and Record of Survey maps of these sites.

ALTA Surveys, The Irvine Company – Southern CA

Pietsch was responsible for drafting ALTA surveys and coordinating field survey, aerial photography and Mapping for dozens of the most expensive commercial, industrial and apartment properties in Southern California including Spectrum Shopping Center, Irvine Business Center and Los Olivos Village Apartment Homes. The work included boundary and easement calculations produced from Title reports, recorded documents, recorded plans, utility research, city planning department research, and compilation of aerial mapping, utility information, field survey data, and city zoning and setback information.

PA1 & PA2 Rancho Mission Viejo – Orange County, CA

Development of planning areas one and two required multiple Tract Maps encompassed over one thousand acres of newly developed land. Pietsch managed and coordinated the production of base maps, tract maps, and utility exhibits.

Redondo Beach Avenue - Redondo Beach, CA

This project produced an ALTA survey, tentative parcel map, exhibits and final parcel map for the development of an existing industrial site. Pietsch produced all plans, corresponded with the client, city of Redondo Beach and other affected parties.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

WORK APPROACH

While a specific scope of services is not presented here, our experience in working with other Public Agency clients indicates that Topographic Surveys make up the vast majority of requested work. The following is a Work Plan for a typical Topographic Survey project for a Street Rehabilitation Project:

Topographic Survey / Typical Work Plan for a Street Rehabilitation Project

1. After receiving a request for a specific Topographic Survey project from the City, HZ will meet with the appropriate City staff to discuss the detailed project scope and timing. Specific limits of the survey and requested features to be located are discussed. The Basis of Bearings should be discussed. Possible options are State Plane Coordinates (Epoch to be determined) and found monuments and recorded Subdivision Mapping (Tract Maps, Parcel Maps, Records of Survey). The Vertical Datum for the project should also be discussed. This can be done on either NGVD29 or NAVD88 Datum.
2. If the project is for a Street Rehabilitation project, then HZ would request a specific basis of stationing to be used to match previous Improvement Plans.
3. If the project consists of Aerial Topographic Mapping as a base plan, then HZ would set and control the aerial targets as configured by our sub-consultant Digital Mapping Inc. (DMI) using the horizontal and vertical control options described above. Typically we provide 1"=40' scale mapping with a one foot contour interval.
4. We would then begin our ground topographic survey and cross-section survey at 25 or 50 foot stations depending on grade or future design requirements with shots at R/W (or join location if beyond R/W), Back of Walk, Top of Curb, Flow Line, Lip of Gutter, Edge of Paving, grade breaks, and median Top of Curb, Flow Line and Lip of Gutter and centerline.
5. All above ground utilities will be located in the project area and identified as to type.
6. If requested, trees and other landscape features can be located with drip lines, and trunk diameters.
7. For driveways, we would typically locate the top and bottom of "X" along the curb line together with shots at the drive way location at the back of walk and/or a centerline profile of the driveway back to a join condition for possible ADA sidewalk improvements. These shots together with the other locations described above, give us the ability to prepare a Digital Terrain Model (DTM) and create a three dimensional surface that can be utilized by the Design Engineers to cut their cross-sections where needed.
8. If Intersection Grid Surveys are required, HZ is equipped with a Reflectorless Total Station with a high tripod setup that can be utilized to 'scan' the intersection from the sidewalk area of the return with no danger to the travelling public or themselves. These scans can be taken at any interval desired to create the end product of a 5 or ten foot grid surface. Depending on the amount of 'crown' of the street, it is sometimes necessary to scan the intersection from opposite corners of the intersection and to merge the two surfaces for greater accuracy.
9. Back in the office we will prepare a Topographic Map as a final product that will contain the centerline of the street with the appropriate stationing and the 'Record' R/W lines of the street, the aerial mapping, the ground design survey shots, and notes describing the dates of survey, the Basis of Bearings, the Bench Mark Data, the date of aerial photography and the signature of the Responsible Charge Professional Land Surveyor in charge of the survey.
10. Our crews are fully equipped with survey support calculations and the Record alignments of the streets, centerline ties to field monuments and multiple published Bench Marks and are ready to begin work as soon as they arrive at the job. Huitt-Zollars utilizes Trimble S6 and 5603 Robotic Total Stations, R8 GPS Units and Leica Digital levels for our surveys.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

11. If necessary, and if not provided by the City or by the General Contractor, Huitt-Zollars will provide traffic control based on the current version of the WATCH traffic control handbook.

The staff types that could possibly work on this type of project would be: 2-person survey crew, 3-person survey crew, Survey Manager, Sr. Project Surveyor, Project Surveyor, Survey Tech and Sr. Project Support.

While a specific scope of services is not presented here, our experience in working with other Public Agency clients indicates that Topographic Surveys make up the vast majority of requested work. The following is a Work Plan for a typical Topographic Survey project for a Street Rehabilitation Project.

Construction Staking / Work Plan

12. After receiving a request for a specific project from the City, HZ will meet with the appropriate City staff and the selected contractor to discuss the detailed project scope and timing. Due to widely varying requirements and needs of the individual contractors, we have found it to be very beneficial to discuss the project in detail with them to be able to provide them with the staking that will be most cost effective to streamline the process. This meeting should determine the means of communication and who will be making survey requests and approving survey tasks.
13. Review the Improvement Plans for constructability and coordinate with the City staff or the Engineering Company that prepared the plans with questions and clarifications.
14. Review the Improvement Plans for the items to be staked and prepare a detailed scope of work and provide the City with a cost estimate to complete the work. Our schedule will depend entirely on the schedule of the contractor and their specific survey requests to us.
15. Our crews are fully equipped with survey support calculations and are ready to begin layout as soon as they arrive at the job. We provide survey calculations for alignments or features as necessary to support the field staking operation. This work includes: electronic alignments and coordinate files that can be uploaded into the survey crew's Total Stations. Huitt-Zollars utilizes Trimble S6 and 5603 Robotic Total Stations and Leica Digital levels for our construction layout.
16. If appropriate, prepare survey 'Cut Sheets' in the office for the items to be staked. During this process it allows us to check the Improvement Plans in more detail and look for blunders in grades, percentages and stationing.
17. If necessary, and if not provided by the City or by the General Contractor, Huitt-Zollars will provide traffic control based on the current version of the WATCH traffic control handbook.
18. Provide construction staking at the appropriate offset and alignment as specified for the individual project. Mark the lath witnessing the stakes as appropriate.
19. Provide completed Cut Sheets to the City and the General Contractor for their use in construction.
20. Typically, Curb and Gutter staking will be provided at 25 foot intervals with cut or fill to Top of Curb including all angle points, BC's EC's and points of vertical curve.
21. Typically, wet utility staking will be provided at 25 foot intervals (Sewer, and Storm Drain) or at 50 foot intervals (Water) with cut or fill to Flow Line including all angle points, BC's EC's and points of vertical curve.
22. Sewer and Storm Drain laterals to be set at the same time as the mainline staking.

The staff types that could possibly work on this type of project would be: 2-person survey crew, 3-person survey crew, Survey Manager, Sr. Project Surveyor, Project Surveyor, Survey Tech and Sr. Project Support.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

CLIENT REFERENCES

Client Contact Information

Michael Kubisty

County of Orange, OC Public Works

300 N. Flower St, Santa Ana, CA 92702

714.448.0167 | Lily.Sandberg@ocpw.ocgov.com

Project Information

2018 | On-Call Surveying Services

Huitt-Zollars is providing Surveying services through an on-call contract.

Client Contact Information

John Gonzales

City of Santa Ana

20 Civic Center Dr, Santa Ana, CA 92702

714.647.5071 | JMGonzales@santa-ana.org

Project Information

Ongoing | On-Call Surveying Services

Huitt-Zollars is providing on- call surveying and map checking services.

Client Contact Information

Redford Bryan

City of Santa Fe

11710 Telegraph Rd, Santa Fe Springs, CA 90670

562.409.7540

redfordbayan@santafesprings.org

Project Information

Ongoing | On-Call Surveying/Engineering Services

Huitt-Zollars is providing various surveying services through this on-call contract.

Client Contact Information

Hector Casillas

Riverside County Transportation Authority

4080 Lemon St, Riverside, CA 92501

951.778.1097 | HCasillas@RCTC.org

Project Information

2016 | On-Call Surveying Services

Huitt-Zollars provided right-of-way mapping and legal descriptions.

Client Contact Information

Delia Sarris

Orange County Transportation Authority

550 South Main St, Orange, CA 92863

714.560.5492 | dsarris@octa.net

Project Information

2013 | On-Call R/W Engineering

Huitt-Zollars provided on-call right-of-way engineering services.



City of Santa Fe Springs Statement of Qualifications for On-Call Surveying Services

APPENDICES

Quality Control Procedures

Our Emphasis on Quality: Huitt-Zollars is an ISO-9001 Compliant Organization, a nationally-recognized standard for quality procedures and compliance. We employ ISO-9001 procedures within our firm and base our Quality Plan for each contract on these requirements. We will prepare a specific plan for each of the assigned tasks in this contract and submit it to the City Surveyor's office for comment and approval. This plan will be tailored to the specific task to be done due to the fact that most assignments are unique in one form or another. The Plan will include continuous audit procedures during each task order to ensure that the plan is being utilized by Huitt-Zollars.

Huitt-Zollars routinely checks its survey instruments against both published Baselines and to our own Baselines as established by us near our office in Irvine. This together with regular maintenance of the equipment by the manufacturer or its representatives insures that the survey equipment is working up to its factory specifications. Office mapping products are prepared with the benefit of Checklists developed by Huitt-Zollars for each of the products that we produce, i.e. Topographic Surveys, ALTA Surveys, Subdivision Mapping, etc. These checklists are used by the Survey Technicians to make sure that all items required for that particular product have been included. These procedures along with a peer review by a Professional Licensed Land Surveyor in the office that is not connected with the project allow us to prepare our products with a minimum of revisions.

We are very familiar with utilizing individual Public Agency procedures, check lists, forms, CADD / Drafting Standards, etc. and these are incorporated into our Quality Control Program, to ensure conformance with existing Public Agency Standards and Procedures.

EXHIBIT C
FEE SCHEDULE



**City of Santa Fe Springs Statement of Qualifications for
On-Call Surveying Services**

SCHEDULE OF RATES

HUITT-ZOLLARS

**CITY OF SANTA FE SPRINGS
SCHEDULE OF RATES**

Valid through end of Agreement with the exceptions noted below

CLASSIFICATION	REGULAR HOURLY RATE	OVER TIME AT TIME AND ONE HALF HOURLY RATE	OVER TIME AT DOUBLE TIME HOURLY RATE
Licensed Land Surveyor (Responsible Charge Surveyor)	\$195		NA
Licensed Land Surveyor (Senior Project Surveyor)	\$170		NA
Project Surveyor	\$145		NA
Survey Technician	\$115		NA
Technical/Clerical	\$100		NA
2-Man Survey Crew	\$230	\$265	\$310
3-Man Survey Crew	\$295	\$330	\$390

Cost for outside reproduction services and deliveries shall be reimbursed as per the invoices for same, plus a 10% surcharge.

Huitt-Zollars is a signatory firm to the Master Labor Agreement between the International Union of Operating Engineers (Local 12) and the Southern California Association of Civil Engineers and Land Surveyors which has an average yearly increase of approximately 5%. Since these rates are considered by the State to be the 'prevailing wage' for this industry, our 2-Man and 3-Man Survey Crews are subject to the yearly increases effective October 1 of each year and we hereby reserve the right to increase those salaries accordingly.

Regarding overtime rates for Union Survey Crew members, "The first four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All Additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1 ½) and all additional hours at double (2) time. Sundays shall be double (2) time. Holidays shall be at double (2) time."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McLaughlin Brunson
A Risk Strategies Company
12801 N CENTRAL EXPY, STE 1710
Dallas, TX 75243

CONTACT
NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899
E-MAIL: certificate@mclaughlinbrunson.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkley Insurance Company	32603
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Huitt-Zollars, Inc.
1717 McKinney Ave.
Ste. 1400
Dallas TX 75202

COVERAGES

CERTIFICATE NUMBER: 40069591

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐	SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐	OCCUR ☐				EACH OCCURRENCE \$
	EXCESS LIAB ☐	CLAIMS-MADE ☐				AGGREGATE \$
	DED ☐	RETENTION \$ ☐				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N ☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	☒	AEC-9018673-02	1/23/2018	1/23/2019	Per Claim/Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. R301840.01

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

***CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
PENCOENG A CANNON COMPANY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8TH day of **November, 2018** ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and **PENCOENG**, a ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-Call Land Development Plan Checking 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"). Consultant will be paid on a Time and Material basis as work is requested by the City.

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. This Agreement shall commence on the Effective Date and continue for a period of **48** months, ending on **November 8, 2022**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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 contractors, 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:

PENCOENG A CANNON COMPANY
16842 Von Karman Avenue, Suite 150
Irvine, CA 2606
Tel: (949) 753-8111
Attn: Gary Solsona, Contract/Project Manager

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

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 contractor 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 contractor 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
PNECOENG**

Gary Solsona, Contract/Project Manager

Date: _____

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Jay Sarno, Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES



DEPARTMENT OF PUBLIC WORKS

**INQUIRIES REGARDING THIS PROJECT
MAY BE DIRECTED TO:**

**Robert A. Garcia, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7545**

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified professional consultants to provide On-Call Land Development Plan Checking Services on an as-needed basis for a period of up to four (4) years. The Consultant's services will generally include providing land development plan checking and surveying services. The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

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 Tuesday, September 25, 2018.**

Interested proposers must submit six (6) copies of their proposal labeled **"PROPOSAL FOR ON-CALL LAND DEVELOPMENT PLAN CHECKING 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 received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the City. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Robert A. Garcia, Project Manager at (562) 868-0511, extension 7545.

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	Monday, August 27, 2018
Deadline to Submit Questions	Monday, September 10, 2018 at 4:00 p.m.
Deadline to Receive Proposals	Tuesday, September 25, 2018 at 3:00 p.m.
Contract Award	Thursday, October 25, 2018
Notice to Proceed	Monday, November 19, 2018

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 Tuesday, September 25, 2018. Consultants must submit six (6) copies of their Proposal labeled **"PROPOSAL FOR ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES"** to:

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

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

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, Consultants 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. Consultants

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. Robert A. Garcia who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org

B. Clarifications of the RFP

Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify 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 4:00 p.m. on Monday, September 10, 2018. 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 4:00 p.m. on Monday, September 10, 2018 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 Thursday, September 13, 2018.

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 Consultant who elects to submit a proposal in response to this RFP or by any Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

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

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

8. CONFLICT OF INTEREST

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

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

9. KEY PERSONNEL

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

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

10. BASIS FOR AWARD OF CONTRACT

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

11. TERM OF AGREEMENT

The term of the Professional Services Agreement with the selected Consultant is forty eight (48) months, effective the date of executing the Agreement.

The City will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked.

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.

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

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

A. Letter of Offer

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

- Identification of Consultant, including name, address and telephone number.
- Name, title, address, 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 Consultant 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 Consultant to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

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

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide On-Call Land Development and Plan Checking Services.)
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Consultant to organize and provide the On-Call Land Development and Plan Checking Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Key personnel must have extensive knowledge and experience with topographic, design, and construction surveys .
- The identity of key personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and

how long each person has been with the firm. Include two (2) references for each key person with contact information for the reference.

- A statement that key personnel will be available to the extent proposed for the duration of the On-Call Land Development and Plan Checking Services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.

D. Consultants and/or Sub-consultants

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

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include the Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.

F. Client References

List your 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 your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. Rights to Materials

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

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. Pricing (Consultant fees) will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Consultant and key project team member's experience in performing similar work.
- Consultant and key project team member's record in accomplishing work assignments for projects.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Relevant project experience.
- Fee proposal.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the firms and the three (3) most qualified firms will be invited to an interview with the City Evaluation Committee, if necessary.

D. INTERVIEW

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

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

E. FINAL SELECTION

The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

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 Consultant'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 Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the City.

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

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

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

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 the Project; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

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

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

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

Should a contract be subsequently entered into between the City and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a 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 Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES

SCOPE OF SERVICES

The Consultant's services will generally include topographic, design, and construction surveys of Capital Improvements projects (roadway, water lines, sewer, storm drain, etc.). The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

- Parcel Map Review/Approval - Review and approval of parcel maps, legal descriptions, lot line adjustments and other development-related survey work, as required by the Subdivision Map Act under California Government Code section 66442.
- Topographic Survey - A survey locating topographic features, natural and man-made, such as buildings, improvements, fences, elevations, trees, streams, contours of the land, etc. The products of topographic surveys and topographic maps are the basis for planning studies and engineering designs.
- Pavement Elevation Survey. This is required for projects consisting of improvements of existing facilities, in order to develop accurate plans, specifications, and estimates.
- Boundary Survey. A survey for the express purpose of locating the corners and boundary lines of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the Professional Land Surveyors Act. Easement lines may also be located and/or established with this type of survey.
- Site Planning Survey. A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments.
- Utility Survey. This survey is undertaken to locate existing utilities for (a) consideration in engineering design, (b) purposes of utility relocation, and (c) right-of-way acquisition and negotiation. Survey limits and types of utilities to be located should be shown on the Survey Report. It is important to locate all significant utility facilities.
- Construction Survey. Construction staking of improvements shown on improvement plans for control of construction on developments for roads, buildings, pipelines, etc. Construction surveys establish basic line and grade for project construction. From these "control" stakes the contractor sets supplemental "working stakes." The control stakes are used also by the Project Engineer in checking the work for contract compliance. This shall also include markings of improvements, facilities, etc. to be removed during construction.
- Development Plan Check: Assist staff with land development plan checking of drainage, hydrology, hydraulics, storm water pollution prevention plan, erosion control.

EXHIBIT B
CONSULTANT'S PROPOSAL



PENCOENG
A Cannon Company

1. LETTER OF OFFER

September 25, 2018

TABLE OF CONTENTS

A. Letter of Offer	1
B. Qualifications of the Firm	3
C. Proposed Staffing and Project Organization	12
D. Consultants and/or Sub-Consultants	13
E. Work Approach	14
F. Clients References	21
G. Appendices - Resumes	22
H. Fee Schedule	26

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

RE: PROPOSAL FOR ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES

Dear Mr. Negrete:

PENCO Engineering, A Cannon Company (PENCO) has the dedicated staff and experience to successfully perform On-Call Civil Plan Check and Surveying Services for the City of Santa Fe Springs' Public Works Department. PENCO has assisted numerous Cities and Counties in the successful completion for plan check of their development and Capital Improvement and Surveying projects and we look forward to working with the City of Santa Fe Springs in delivering quality, expedited and cost efficient services.

In our proposal, we demonstrate how we will work with the City of Santa Fe Springs in providing the following:

Commitment of PENCO's Proposed Contract/Project Manager: The success of any project is dependent on the experience and knowledge of the project manager and key project team members. We have assigned **Gary Solsona, PE, QSD**, as your **Contract/Project Manager** Gary has over 17 years of professional consulting engineering experience providing the management of plan checking, planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, and water projects which have included inventory work and condition assessment. He has extensive experience successfully managing on-call contracts for various public agencies throughout Southern California.

1. Extensive Public Works Experience: PENCO has worked with Public Agencies at the City, County, and State level for over 30 years. A few of PENCO's selected Clients include: City of El Monte, City of Glendora, City of Pomona, City of Diamond Bar, City of Los Angeles, City of Anaheim, City of Buena Park, City of Stanton, City of Hemet, City of Garden Grove, City of Moreno Valley, Orange County Public Works, Los Angeles County Department of Public Works, and Anaheim Redevelopment Agency.

2. Current Plan Check and Surveying Experience: PENCO has gained valuable plan check experience through our recent plan check contracts with several cities in Southern California including the Cities of El Monte, Santa Ana, Diamond Bar, Huntington Beach, Chino and Menifee. While performing these various contracts, we have been able to streamline the plan check and development review process for our clients. As a result, PENCO is highly responsive and will provide the City of Santa Fe Springs with quick turn around times on plan check reviews.



PENCOENG
A Cannon Company

This proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. PENCO acknowledges all addenda to this RFP. All information submitted with the Proposal is true and correct.

As you enter the selection process, we are confident that our unique qualifications will match the City's requirements to perform the specialized on-call/as-needed services. You have our commitment to provide the best team and extensive resources to support the City of Santa Fe Springs. If you have any questions regarding our proposal, please contact me directly at 949-777-1580 or via e-mail at gsolsona@pencoeng.com.

Respectfully submitted,

Gary Solsona, PE, QSD
Contract/Project Manager

B. FIRM QUALIFICATIONS & EXPERIENCE

PENCO ENGINEERING, A CANNON COMPANY

PENCO has been providing comprehensive surveying services and civil engineering in Southern California since 1988 to both our public and private sector clients. We provide surveying, engineering, and planning services for public works infrastructure, institutional, educational projects, healthcare, civic, retail, residential and commercial/industrial projects.

We have extensive experience in plan check services, map check services and design of street rehabilitation, widening and improvement projects and include major street, storm drain, right of way, water, sewer and dry utility design. PENCO provides preliminary engineering studies and master planning for drainage facilities, hydrology and hydraulics, water utilities, sewer and dry utilities. Our survey department provides all design and map check surveys, topographic, boundary, ALTA and construction surveys for Public Works and private sector Projects.

PENCO brings 30 years of experience working with multiple Public Works agencies throughout Southern California. This familiarity with the various Public Works agencies is invaluable as it enables PENCO to have a solid foundation of goals and objectives when working with City departments and stakeholders.

PENCO's DIR number is 1000001861.

Our Survey Department consists of highly trained and experienced team of professionals, including two registered land surveyors and fully staffed field survey crews.

This survey team utilizes cutting edge technology to further facilitate accurate data assessment for our clients. Our office uses the current versions of AutoDesk Civil 3D software to facilitate expedited ALTA, Topographic Mapping and preparation of legal descriptions. We also utilize Civil 3D, a 3D modeling software for our BIM projects.

Our field crew and office staff are linked with wireless connections from field laptop computers directly to our office operations, thus enabling data to be transmitted both ways instantaneously.

PENCO's 50+ On-Call contracts experience stems back to 1988. The table below highlights our municipal On-Call contracts within the last five years.

ON-CALL MUNICIPAL CONTRACTS WITHIN FIVE YEARS	
Public Agency	Project Name/Services
City of Anaheim	On-Call Engineering & Design
City of Chino	On-Call General Plan Check Services
City of Diamond Bar	On-Call Design, Plan Check and Inspection Services
City of El Monte	As-Needed Plan Check Services
City of Garden Grove	On-Call Survey Services On-Call Engineering and Staff Services
City of Glendora	As-Needed Survey & Mapping
City of Hemet	On-Call CIP Design & Construction Support
City of Huntington Beach	On-Call Plan Check Services
City of Irvine	On-Call Professional Consultant Services Street Improvement/Widening Design Consultant Team Services (Engineering, Survey, Landscape, Traffic, Utilities)
City of Lake Forest	Multi-Year Professional Services General Civil Engineering Services
City of Lancaster	On-Call Professional Design Services
City of Los Angeles	On-Call Surveying & Engineering Services Civil Plan Check Services
City of Manhattan Beach	On-Call Professional Consultant Services
City of Menifee	On-Call Surveying Services On-Call Pavement Rehab Design Services
City of Moreno Valley	On-Call Civil Design, Engineering, Surveying, and Planning
City of Pomona	Pre-Qualifying Civil Engineering or Land Surveyor
City of Rancho Palos Verdes	On-Call Engineering & Landscape Architecture On-Call Plan Check Services Staff Augmentation
County of Riverside EDA	On-Call Professional Civil and Survey Services
City of Santa Ana	On-Call A/E Services for OC Development-General Services On-Call Support Services for Road Projects, Various Locations
LA Unified School District	On-Call Contract Engineering Services Pier B On-Dock Rail Support Facility
Orange County Public Works	On-Call Contract for Architectural, Engineering
Port of Long Beach	
San Bernardino County	

This provides our clients with more efficient and cost effective field surveying and office mapping services.

Municipal On-Call Contract Experience

PENCO's recent On-Call contracts including our current On-Call Plan Check contracts with the City of Santa Ana, City of Menifee, City of Diamond Bar, City of El Monte, City of Lancaster, and Orange County Public Works Department contain the necessary elements listed in the Request for Proposal to successfully provide competent and experienced On-Call Land Development Plan Checking Services for the City of Santa Fe Springs.

Meeting The City's Expectations

We've developed a comprehensive / dynamic program to successfully deliver Land Development Plan Checking Services. We understand the importance, and place a heavy emphasis on proactive communication, responsiveness and flexibility when providing on-call services, as we are accustomed to being ready when called upon for specific assignments to meet your expectations. Our team has a deep understanding of the City's processes and procedures and the proven ability to streamline the plan check, map check and entitlement review process based on the systems and templates we've created (such as our plan check log) to ensure quality and promptness. PENCO is strongly committed to serving our clients by truly listening to their project objectives, producing quality work, and completing plan check reviews early or on time and within budget.

FINANCIAL CONDITION

PENCO has no conditions that would impede our ability to deliver your project. We have no conditions, such as bankruptcy, pending litigation, or planned office closures that would cause difficulty in completing your project on time and on budget. We have included a letter in **Figure 1** from our banking institution confirming our financial stability.

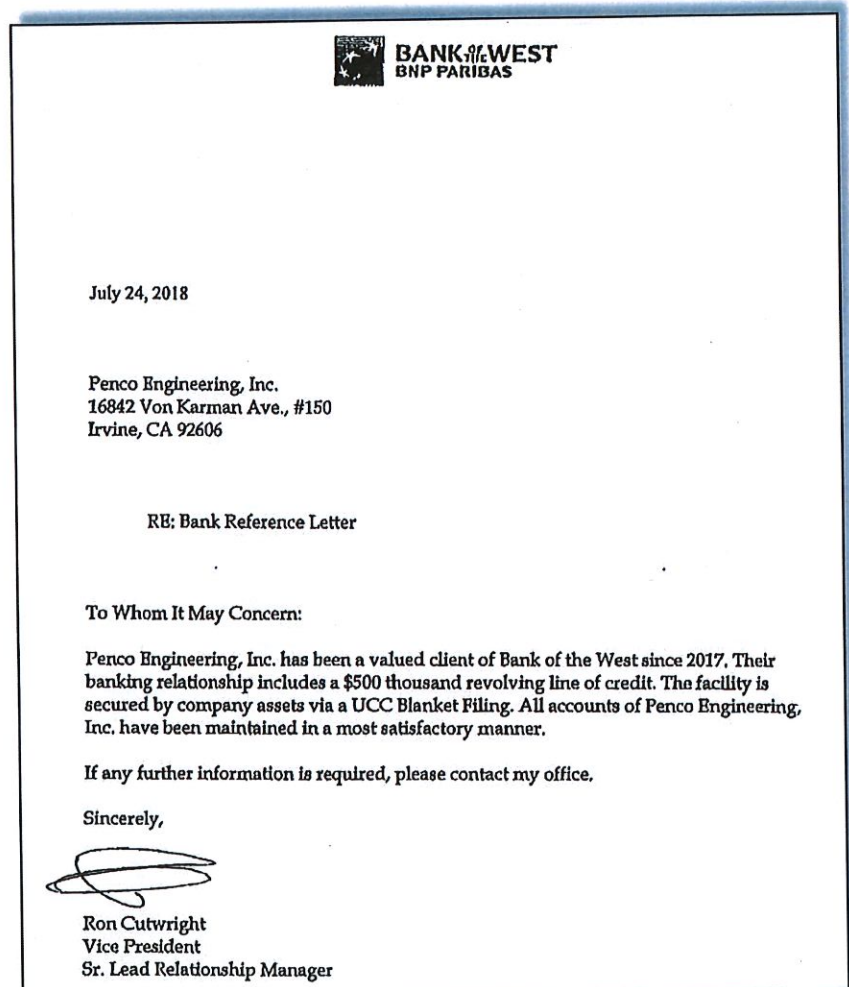


Figure 1: Letter of Financial Stability

EXCEPTIONS/DEVIATIONS

PENCO has reviewed and accepts the contract requirements and takes no exceptions with any and all provisions.

RELEVANT EXPERIENCE

Our PENCO Team has direct experience working on similar Plan Check and Survey contracts with public agencies throughout Southern California and private land development companies. PENCO'S featured relevant projects within the last five years are presented in the table below with key elements from the scope of work provided in the RFP followed by full project descriptions.

Project	On-Call	Scope of Work Elements											
		Parcel Map Review/Approval	Topographic Survey	Pavement Elevation Survey	Boundary Survey	Site Planning Survey	Utility Survey	Construction Survey	Development Plan Check	Drainage	Hydrology, Hydraulics	Storm Water Pollution Prevention	Erosion Control
Farragut Avenue Improvements Project, City of Moreno Valley, CA	X		X	X	X		X			X	X	X	X
Cerritos Avenue Gap Closure, Anaheim, CA			X	X	X					X	X	X	X
Jamboree / Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin Irvine, CA	X		X	X	X		X			X	X	X	X
On-Call Surveying, Civil Design, Engineering, and Planning Services, Rancho Palos Verdes, CA	X	X	X	X	X	X		X	X	X	X	X	X
City of El Monte As-Needed Plan Check Services, El Monte, CA	X	X			X		X	X	X	X	X	X	X
City of Chino On-Call Civil Plan Check Services, Chino, CA	X	X			X	X	X		X	X	X	X	X
City of Santa Ana On-Call Plan Check Services, Santa Ana, CA	X	X			X	X	X		X	X	X	X	X
City of Diamond Bar Plan Check Services, Diamond Bar, CA	X	X			X	X	X		X	X	X	X	X

Farragut Avenue Improvements Project, City of Moreno Valley, CA

Contact: Margery Lazarus, Senior Engineer, 14177 Frederick Street Moreno Valley, CA 92552, margeryl@moval.org, (951) 413-3133

Team: Gary Solsona, George Jurica, J Braley, John Koepke

Dates of Service: February 2016 - January 2017

The Farragut Avenue Improvements, from Sherman Avenue to Elsworth Street, represents an outstanding achievement in enhancing a blighted street in the City of Moreno Valley. This project advances several of the City's Strategic Plan goals, which includes improving public safety, upgrading pedestrian accessibility to ADA compliance, and enhancing the "Quality of Life" for Moreno Valley residents to this formerly blighted area. Prior to the improvements, sidewalks did not fully exist, thus affecting the accessibility for pedestrians. The project is within the City's documented Community Development Block Grant (CDBG) target area boundaries that benefits low- and moderate-income persons and the disabled community by improving infrastructure and promoting a better living/business environment.

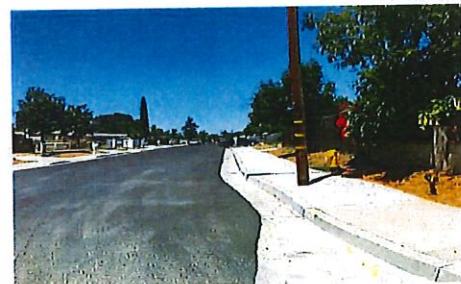
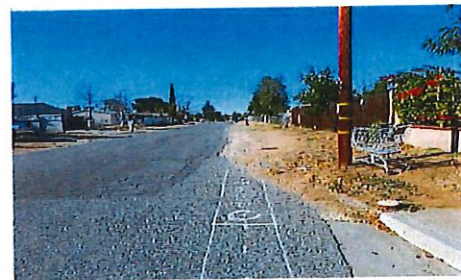
Farragut Avenue Improvements involves civil engineering and survey services. Survey services included boundary and topographic surveys. Project involves designing sidewalk, curb, gutters, driveway approaches, drainage, access ramps, utility adjustments, short property walls, missing street lights, pavement repairs, and accommodation of upgraded water line on Farragut Avenue from Sherman Avenue to Elsworth Street. Temporary rights-of-entry and utility adjustments are also included in this project.

In addition, the City is receiving Housing and Urban Development (HUD) funding for this Project. We have a thorough knowledge of the Community Development Block Grant (CDBG) contract compliance and labor relations contract compliance requirements.

PROJECT HIGHLIGHTS

APWA PROJECT OF THE YEAR AWARD

- Survey Services
- Boundary Survey
- Road Alignment
- Topographic Survey
- Topographic Base Maps
- Preparation of Easement Documents
- Civil Engineering
- Street Improvements
- Rights of Entry
- Utility Coordination
- ADA compliance
- Domestic Water Line Replacement
- Street Lights
- Community Enhancement
- City, State, and Federal Standards



Cerritos Avenue Gap Closure, Anaheim, CA

Contact: City of Anaheim
Cesar Carrillo, PE, Principal Engineer,
(714) 765-5100, ccarrillo@anaheim.net

Team: Gary Solsona, George Jurica, J Braley, John Koepke

Dates of Service: February 2016 - January 2017

PENCO is providing civil engineering design, including plans, specifications, and estimates (PS&E), and survey services for this project located on Cerritos Avenue from Euclid Street to approximately 600 feet east of Euclid Street. The project consists of constructing a five foot wide, ADA compliant sidewalk adjoining the back of curb, with no parkway along the north and south sides. The work will also include the construction of block walls and fences that will be relocated or reconstructed as part of the project. The new sidewalk will eliminate the need for pedestrians to walk along the side of the road or on a dirt path.

Cerritos is designated as a four lane secondary arterial by the County's Master Plan of Arterial Highways (MPAH) with average daily traffic of 9,400 vehicles per day. The sidewalk along Cerritos east of Euclid Street ends abruptly. The existing pathway consists of an unpaved dirt path. The sudden sidewalk gap is a challenge for the drivers, pedestrians, bicyclists, and students of Loara High School located on the northwest corner of the Euclid and Cerritos. This sidewalk project will provide a safer and better access for the school children and pedestrians in general.

PROJECT HIGHLIGHTS

- Survey Services
- Boundary Surveys
- Topographic
- Mapping/CAD Services
- Right-of-Way
- Topographic Base Maps
- Preparation of Easement Documents
- Title Record Research
- Centerline & Legal Description
- ADA Ramp Improvements
- Civil Engineering Design
- Design and Relocations of Underground Utilities – water, reclaimed, sewer, cable, electric & gas
- Storm Drain Improvements
- Street Rehabilitation
- PS&E
- Traffic Control
- Signing/Striping
- Pavement & Soils Materials Reports
- Utilities Coordination
- HAZMAT Phase 1 ESA



Jamboree / Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin Irvine, CA

Contact: Mr. Steve Sherwood PE, Assistant City Engineer,
City of Irvine, One Civic Center Plaza, Irvine, CA 92623,
(949) 724-7327, ssherwood@cityofirvine.org

Team: Gary Solsona, George Jurica, J Braley, John Koepke

Dates of Service: 2016

PENCO is providing engineering and surveying services to improve the intersection of Jamboree Road and Main Street to mitigate the future deficient level of service (LOS) by adding a fifth northbound and a fifth southbound lane on Jamboree Road between the I-405 northbound on / off-ramps and Kelvin Avenue.

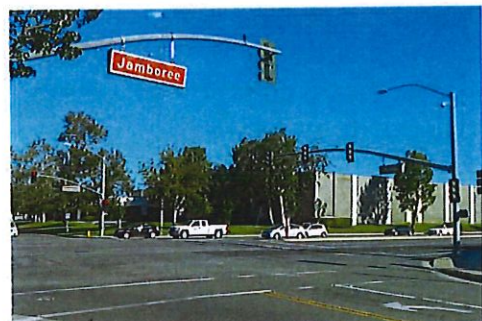
The improvements were designed to meet current City, State and Federal standards. Due to right-of-way constraints, sidewalk widths north of Main Street are proposed to be less than recommended by the IBC Vision Plan design guidelines (IBC recommends an 8' parkway and 8' sidewalk width, proposed improvements are no parkway and 6' to 8' sidewalk widths). Any non-standard features will require approval by the City's Planning Department during final design.

The Land Surveying services on this project included GPS and Boundary control, boundary and right of way analysis, detailed topographic mapping of all infrastructure and improvements, aerial topographic mapping, right of way acquisition legal descriptions, plats, and exhibits, and existing cross section creation.

This project also included professional engineering services for the preparation of construction contract documents, including, but not limited to, street improvement plan and profile, storm drain and flood control channel modifications, right-of-way engineering (title reports, mapping & legal descriptions, ROW acquisition maps), retaining wall plan / profile, earthwork grading plans, landscape planting/irrigation plans, construction details, traffic signal modification, striping/signing plans, traffic stage construction plans, wet and dry utility coordination/mapping, hydrology and hydraulics, WQMP/SWPPP, IRWD water facility design, environmental compliance and water quality documentation, specifications and construction cost estimates.

PROJECT HIGHLIGHTS

- Survey Services
- Boundary Surveys
- Topographic
- Construction Surveys
- Mapping/CAD Services
- Right-of-Way
- Topographic Base Maps
- GIS Mapping
- Preparation of Easements
- Title Record Research
- Centerline Legal Descriptions
- Intersection Improvement
- Street Widening
- Right-of-Way Engineering
- City, State, and Federal Standards
- Caltrans Standards
- Professional Engineering Services
- Storm Drain and Flood Control
- Hydrology and Hydraulics
- WQMP/SWPPP
- Retaining wall
- Grading plans
- Landscape and Irrigation
- Traffic Services
- Utility Coordination
- Environmental Compliance
- ADA Compliance
- Water Quality Documentation
- Construction Cost Estimates
- Construction Support





On-Call Surveying, Civil Design, Engineering, and Planning Services, Rancho Palos Verdes, CA

Contact: Natalie Chan, Senior Engineer, City of Rancho Palos Verdes, 30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275, (310) 377-0360, nataliec@rpvca.gov, 30940

Team: Gary Solsona, George Jurica, J Braley, John Koepke

Dates of Service: In Progress (2018)

PENCO is contracted with the City of Rancho Palos Verdes to provide services including, but not limited to, Public Works and Infrastructure Engineering – Street rehabilitation, street design, ADA ramp compliance, water network analysis, levee design, storm drain system design, open channel design, sewer trunk line design, pump stations, detention/retention basins, drainage, hydraulic modeling, water transmission main design, traffic signal design, plan checking, right-of-way engineering, highway/arterial road design, value engineering, parking studies and design, permitting, and staff augmentation.

PENCO is currently performing the following survey and mapping services: boundary surveys, research, boundary analysis, subdivision mapping, centerline ties, flood zone certifications, dedications and abandonment, parcel/tract maps, topographic survey, GPS surveys, ALTA surveys, monumentation legal description preparation, land area calculations, boundary line adjustments, and construction staking.

PROJECT HIGHLIGHTS

- On Call
- Civil Engineering Design
- Street Improvements
- Storm Drain Improvements
- Sewer Improvements
- Hydrology/Hydraulics Studies
- WQMP/SWPPP/NPDES
- Utility & Agency Coordination
- Survey Services
- Boundary surveys
- Boundary analysis, subdivision mapping
- Centerline ties, flood zone certifications
- Dedications and abandonment
- Parcel/tract maps, topographic survey
- GPS surveys
- ALTA surveys
- Monumentation legal description preparation
- Land area calculations
- Boundary line adjustments
- Construction staking

City of El Monte As-Needed Plan Check Services, El Monte, CA

Contact: Alan Palermo, Consultant Project Manager, City of El Monte, (310) 717-3244, apalermo@elmonteca.gov

Team: Gary Solsona, Bijan Yazdani, Jordyn Doyle, J Braley, John Koepke

Dates of Service: March 2015 / On-going

PENCO is currently performing broad based plan checking duties for the City of El Monte. Plan Check services include grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPP's, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

PROJECT HIGHLIGHTS

- Survey Services
- Plan Checking
- Map Checking
- Street Widening/Improvements
- Storm Drain and Flood Control
- Grading plans
- Landscape and Irrigation
- Utility Coordination
- Environmental Compliance
- ADA Compliance
- Water Quality Documentation

City of Chino On-Call Civil Plan Check Services, Chino, CA

Contact: Mark Khudadatov, PE, Associate Civil Engineer, (909) 627-7577, mkhudadatov@cityofchino.org

Team: Gary Solsona, Bijan Yazdani, Sterling Mosley, Jordyn Doyle, J Braley, John Koepke,

Dates of Service: 2017 / On-going

PENCO is currently performing plan checking duties for the City of Chino. Plan Check services include grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPP's, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, easements, and lot line adjustments. Project types include residential, commercial, industrial and parks.

PROJECT HIGHLIGHTS

- On-Call Plan/Map Check
- Easements and Right-of-Way Dedications
- Lot Line Adjustments
- Tract and Parcel Maps
- Water Quality Management Plans (WQMPs)
- NPDES MS4 Permit Compliance
- Hydrology Studies and Hydraulic Calculations
- Street Improvement Plans
- Wet Utility Plans
- Grading plans
- Street Lighting Plans
- Traffic Control Plans
- Soils and Geotechnical Reports

City of Santa Ana On-Call Plan Check Services, Santa Ana, CA

Contact: Ehab Elias, (714) 647-5627, Eelias@santa-ana.org or Nasser Rizk, Senior Engineer, (714) 647-5036, nrizk@santa-ana.org

Team: Gary Solsona, Bijan Yazdani, Sterling Mosley, Jordyn Doyle, J Braley, John Koepke

Dates of Service: November 2016 / On-going

PENCO is currently performing numerous broad based plan checking duties for the City of Santa Ana. Typical Plan Check services include sewer, water, storm drain, hydrology reports, SWPPPs, grading, soils report reviews, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

PROJECT HIGHLIGHTS

- On-Call Plan/Map Check
- Survey Services
- Easements and Right-of-Way Dedications
- Lot Line Adjustments
- Tract and Parcel Maps
- Water Quality Management Plans (WQMPs)
- Street Improvement Plans
- Hydrology Studies and Hydraulic Calculations
- Wet Utility Plans
- Grading plans
- Street Lighting Plans
- Traffic Control Plans
- Soils and Geotechnical Reports

City of Diamond Bar Plan Check Services, Diamond Bar, CA

Contact: John Beshay, Associate Engineer,
(909) 839-7044, jbeshay@diamondbarca.gov

Team: Gary Solsona, Bijan Yazdani, Sterling Mosley,
Jordyn Doyle, J Braley, John Koepke

Dates of Service: October 2014/ On-going

PENCO is currently performing plan checking duties for the City of Diamond Bar. Project types include mostly single-family residential as the City of Diamond Bar is an almost completely built out community. Standards utilized include the City's, the County of Los Angeles, and the American Public Works Association's, where applicable. PENCO has been able to provide quick turnaround times and responses to the City's needs. Survey services included Plats and Legal Descriptions, Map Check Parcel Maps, and Map Check Lot Line Adjustments.

PROJECT HIGHLIGHTS

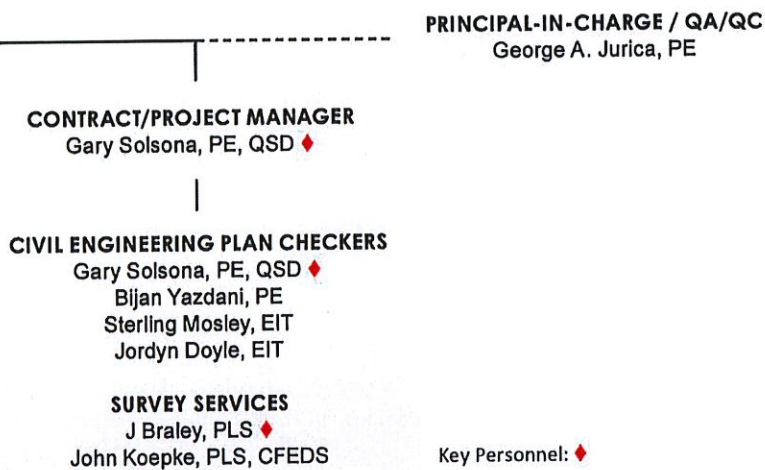
- Plan Checking
- Map Checking
- Survey Services
- Easements and Right-of-Way Dedications
- Lot Line Adjustments
- Tract and Parcel Maps
- Street Widening/Improvements
- Storm Drain and Flood Control
- Grading plans
- Landscape and Irrigation
- Utility Coordination
- Environmental Compliance
- ADA Compliance
- Water Quality Documentation

C. PROPOSED STAFFING & PROJECT ORGANIZATION

ORGANIZATION CHART

Our organization chart illustrates our key personnel and support personnel to perform all services listed in the Scope of Work of the Request for Qualifications. Our Contract/Project Manager, Gary Solsona, PE, QSD, will be the single point of contact and responsible for coordinating all activities with the City of Santa Fe Springs during the contract period.

Key personnel will be available to the extent proposed for the duration of the On-Call Land Development and Plan Checking Services and PENCO acknowledges that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City.



QUALIFICATIONS AND EXPERIENCE

The table below illustrates a summary of our team's years of experience, qualifications and office location. The PENCO team is ready to begin immediately, has a comfortable and available present workload, and is committed to keeping all projects on or ahead of schedule.

Team Members / Role	Years of Experience / with Firm	Office Location	Education/Registration/Affiliations	% of Availability
Gary Solsona, PE, QSD * Contract/Project Manager Civil Plan Check Engineer	17/1	Irvine	BS, Civil Engineering Professional Civil Engineer, CA #68420 Qualified SWPPP Developer / Practitioner #23466 ASCE and APWA Member	70
George Jurica, PE Principal In Charge / QA/AC	43/30	Irvine	MBA, Construction Management / BS, Engineering Professional Civil Engineer, CA #26564 / LEED AP ASCE and APWA Member	10
Bijan Yazdani, PE * Civil Plan Check Engineer	35/2	Irvine	BS, Civil Engineering Professional Civil Engineer, CA #68211	80
Sterling Mosley, EIT Civil Plan Check Engineer	7/2	Irvine	BS, Civil Engineering / Engineer in Training, CA	80
Jordyn Doyle, EIT Civil Plan Check Engineer	2/1	Irvine	BS and MS, Civil Engineering / Engineer in Training, CA	80
J Braley, PLS* Survey Manager	43/4	Irvine	Land Survey Courses / GPS Course / GIS Course / PLS, CA #8446	50
John Koepke, PLS, CFEDS Survey and Mapping Plan Checker	34/3	Irvine	JD Law / PLS, CA #7841 / CFEdS CA #1104	50

Key Personnel*

The table below illustrates our team 's experience with the scope elements taken from the RFP.

Key Personnel / Role	Scope of Work Elements										
	Parcel Map Review/Approval	Topographic Survey	Pavement Elevation Survey	Boundary Survey	Site Planning Survey	Utility Survey	Construction Survey	Development Plan Check	Drainage	Hydrology, Hydraulics	Storm Water Pollution Prevention
Gary Solsona, PE, QSD * Contract/Project Manager Civil Plan Check Engineer								X	X	X	X
George Jurica, PE Principal In Charge / QA/AC								X	X	X	X
Bijan Yazdani, PE * Civil Plan Check Engineer								X	X	X	X
Sterling Mosley, EIT Civil Plan Check Engineer								X	X	X	X
Jordyn Doyle, EIT Civil Plan Check Engineer								X	X	X	X
J Braley, PLS* Survey Manager	X	X	X	X	X	X	X	X			
John Koepke, PLS, CFEDS Survey and Mapping Plan Checker	X	X	X	X	X	X	X	X			

Key Personnel *

References of Key Personnel

Key Personnel / Role	References	
Gary Solsona, PE, QSD Contract/Project Manager Civil Plan Check Engineer	Rick Yee, PE Assistant City Engineer City of Yorba Linda (714) 961-7171	Khanh Chu, MS, PE Principal Civil Engineer Public Works Department Design Services City of Anaheim (714) 765-5259
J Braley, PLS Survey Manager	Darius Fatakla VP Planned Communities Lewis Management Corp. Darius.Fatakla@lewisinc.com Office: (909) 579-1229 Mobile: (714) 471-0131	Kamyar Dlbaj Associate City Engineer City of Garden Grove (714) 741-5193 kdlbaj@ci.garden-grove.ca.us

D. CONSULTANTS AND/OR SUBCONSULTANTS

PENCO will be responsible for all work and services which will be performed by PENCO staff out of the Irvine office. PENCO has not selected any subcontractors.

E. WORK APPROACH

CIVIL PLAN CHECK

METHODOLOGY

PENCO's approach to project review success in providing exceptional General Plan Check Services to the City of Santa Fe Springs encompasses many facets of team work, communication, quality control/quality assurance, project understanding and intent, budget constraints, close coordination with City staff, utility purveyors and any other stake holders that may be affected by the designated project within this contract.

At the top of this important list of factors that will lead to our project success is effective communication between our internal review team and the City's Project Manager and staff to ensure we provide the City with the support they are looking for but also to minimize the impact to any politically sensitive areas or disruption to the general public's ability to navigate within the City's proposed project limits. The closest possible rapport will be developed with the City's Project Manager to understand any special budget constraints, time schedules and associated impacts. Building an excellent communications will allow us to more easily define problem areas, technical requirements and to facilitate a smoother acceptance and approval process.

Within our highly skilled staff of engineers, project managers, QA/QC team and constructability reviewers are personnel that take their chosen profession very seriously. This team strives for the highest quality of service in each project review. Because our plan check engineers are also experienced designers that utilize the local, regional and other applicable design standards on a day to day basis, we can assure the improvement plans and associated reports and documents will meet the current applicable codes and standards.

PENCO uses these very important project controls to deliver a project review that meets the City's financial goals, schedule and

ability to deliver to its citizens the level of professionally developed projects that are consistent with the values and goals of the City of Santa Fe Springs. We will succeed as a partner with the City of Santa Fe Springs in the projects we are selected to review now and in the future.

APPROACH

General plan checking review services include review of the conditions of approval, review of reference material, review of City standard plans and plan check requirements, accessibility, constructability/ clarity, maintenance and general design. We will perform grading, right-of-way, and site accessibility plan reviews for projects constructed in the City for conformance with City Codes and ordinances, including the "Greenbook" Standard Specifications for Public Works Construction, County Standards and Design Manual, California Building Codes related to site accessibility.

If circumstances arise, we will review the WQMP along with grading review, or by itself in conformance with Regional Board NPDES permit, City Codes and ordinances and other City specific requirements.

Extensive coordination is required between the different City departments and engineer of record to ensure quick turnaround times. We, as the City's Plan Check Engineer, will do everything possible to expedite the services process. PENCO understands plan checking will follow a set schedule of turnaround time-frames as established by the City and shall not exceed three total plan check cycles. Should any occasion arise where a plan check is expected to exceed three cycles, PENCO will inform the City's engineering staff and a meeting will be coordinated by the City with PENCO and the developer to resolve outstanding issues.

PENCO will scan all plan checks for record keeping purposes until plans receive final approval by the City. A record of when plans

are received and returned to the City will also be kept.

PENCO understands that all improvement plan check services shall be performed by or under the responsible charge of a California Licensed Professional Engineer (and/or California Licensed Land Surveyor as applicable) eligible to prepare and sign such plans.

Civil Engineering Plan Checking Services

PENCO also understands that a minimum, plan check services shall be provided in conformance with the most current version of the following documents and standards:

- Conditions of Approval and Title Reports
- Master Plans
- Municipal Code
- Grading Ordinance and Grading Plan Check Requirements
- California Building Codes related to site accessibility
- Low Impact Development
- APWA Standard Plans and Standard Specifications (Greenbook) for improvements in Public R/W
- Approved Specific Plans, Site Plans, Environmental Documents, and/or Tentative and Final Maps
- Grants, easements, or vacations as applicable
- Traverse, Lot and Tract Boundary Closures for final or parcel maps Subdivision Map Act

PENCO understands that for land development projects, prior to completion of the first plan check, PENCO may research existing City engineering records including, but not limited to the documents described above for consistency with the proposed improvements. PENCO shall also visit the project site to verify the proposed improvements are consistent with the physical constraints in the field.

Facilitating the Plan Check Process

We understand the concern, need and desire to complete plan checks within three (3) plan checks or less. It has been our experience that when three (3) plan checks or more

are required, there is potentially an issue or concern that has not been addressed up front or there has been a breakdown in communication. We have experienced success in the past by implementing the following approach.

1. Timely and complete technical reviews of the submitted plans and associated reports.
2. Sound record keeping and documentation of when plan reviews are submitted, and returned, correspondence files, meeting minutes (if necessary) plan check mark-ups and reference materials.
3. Communication between plan reviewer(s) and the Engineer/Architect of Record through phone calls, e-mails, faxes and plan check review meetings, as needed. Keeping our client and the project owners informed through CC's of Review Memo's, e-mails and Plan Check Logs.

Record Keeping and Reporting

Through years of experience, we have developed streamlined procedures that produce timely, accurate and consistent plan reviews. All Improvement Plans submitted will be logged into a plan check log. The plan check log tracks the engineer of record, types of improvement plans submitted, date submitted, due date to be completed, and any significant comments or submittal requirements outstanding for that plan review. PENCO will provide regular updates (typically on a weekly basis) of the status of plan reviews to report progress and anticipated return dates of projects that are in for plan check.

Turnaround Time

Although plan review turnaround time frames will vary with the complexity or extent of the project, the requirements outlined in the City's RFP are acceptable. From our experience, the plan check review periods are as follows:

- **1st Submittal:** PENCO will complete the initial plan check work, of drawings and of related documents, within three **(3) weeks** from the date that complete

drawings and related documents arrive in consultant's office. An exception shall be that, for projects of major size and/or complexity (as mutually agreed), the period of performance shall be negotiated with the City.

- When plan corrections shall be required, a written plan correction list shall be provided to the applicant, or the applicant's agent(s).
- **2nd Submittal:** PENCO will complete the second plan check work, of drawings and of related documents, within two **(2) weeks** from the date the complete and revised drawings and related documents arrive in consultant's office. Plans and documents for re-checking shall be submitted (in response to correction lists) by the applicant, or by the applicant's agent(s).
- **3rd Submittal:** PENCO will complete any subsequent re-checks, of drawings and of related documents, within two **(2) weeks** from the date the complete and revised drawings and related documents arrive in consultant's office. Plans and documents for subsequent re-checking shall be submitted (in response to correction lists) by the applicant, or by the applicant's agent(s).
- **Approval:** One (1) week

Expedited reviews although not typical, are anticipated and we are open to having discussions with the City and executing these types of reviews, if necessary.

Potential Scope of Services

The Scope of Services for potential tasks may include:

Mass, Rough and/or Precise Grading Plans: PENCO will perform review of rough grading plans for substantial conformance to the approved documents from the entitlement process, including but not limited to tentative map, drainage concepts (hydrology and hydraulics), water quality BMPs, etc. Review of precise grading plans consists of conformance with the City's grading ordinance and subdivision manual, including but not

limited to, verification of detailed finish grade elevations to show drainage patterns, flowlines for lot drainage, proposed paving, grading plans are signed and sealed by a Registered Civil Engineer, and may include identifying all previous preliminary grading permits issued for the project site.

Street Improvements Plans: PENCO will review subdivision street improvement plans, provide comments and recommend for approval. We will check for compliance with City adopted Standard Plans and applicable regulations using the checklist available on-line or as provided by staff. Services shall include initial and subsequent reviews, full or partial plan review services, interaction with the client and recommendations to City staff for final approval. To ensure adequate document preparation, we shall attend project status meetings with City staff and with others as required to discuss status and/or details of the project.

Wet Utility Plan Review (Sewer, Water, Storm Drain, Potable Water and/or Recycled Water): PENCO will perform review of wet utility plans, consisting of sewer, water and storm drain, including, but not limited to, verifying conformance to City's design standards, constructability of the proposed wet utility design improvements considering site constraints, design requirements, existing conditions, confirm labels and calculations of pipe slopes, pipe size, material and hydraulic data. Additional items for review include verification of basic separation standards for water mains and sanitary sewers/storm drains in compliance with the California Waterworks Standards and California Department of Public Health criteria to prevent contamination of the public water supplies, verification of pressure zone boundaries, if necessary, for water improvements, confirmation of existing storm drain and sewer structure capacities, identify potential utility conflicts, and compare manhole rim elevation versus pad elevations.

Hydrology Studies and Hydraulics Calculations: Services can include, but is not limited to:

- Provide preliminary design review of hydrology/hydraulics technical reports for proposed private development projects and attend City design review meetings as necessary. PENCO will be performing the duties to complete these task orders.
- Verify the new site won't put additional stress on the existing drainage system
- Verify post-development flow doesn't exceed existing conditions
- Verify all tributary areas that may increase the proposed development's runoff

Survey and Mapping (Easements and Right-Of-Way Dedications, Lot Line Adjustments, Tract and Parcel Maps, Title and Closure Reports): PENCO will provide review of subdivision improvement projects, which would include review of easements and right-of-way dedications; lot line adjustments; tract and parcel maps; title and closure reports; and all applicable plans and recommendations as well as any other related reports and recommendations to ensure constructability considering site constraints, design requirements, and existing conditions. Typically, tasks would include initial site assessments, review of all plans, and reports. PENCO has extensive project experience with all of these and has provided design, peer review, and plan check services for many public agencies, including the Cities of Santa Ana, Diamond Bar, Menifee and El Monte.

The following general approach describes PENCO's typical approach to define scopes and to execute Survey Map Checks for assigned projects. At this time, each task has been simplified; once we are provided with a specific project, a more detailed description of each task will be provided.

Our scope of the Final Map Plan Check program usually consists of the following phases:

- 1st Plan Check
- 2nd Plan Check
- 3rd Plan Check

SURVEY AND MAPPING APPROACH

Survey and Mapping Services

When PENCO is called to propose on a specific Project we will prepare detailed project scopes which are customized to meet the City's specific goals on a specific schedule. Upon receipt of the project RFP, PENCO will prepare a specific list of deliverables and permits or approvals required by other agencies. PENCO will provide required services within 48 hours' notice from the City or City's representative upon award of construction staking projects.

PENCO is aware that As-Needed/On-Call surveying services can involve any one, or any combination of, the following noted types of services, depending on the project requirements:

- Development map review and determination of easement requirements;
- Prior rights review and analysis/utility conflicts;
- Preparation of legal descriptions, plats and maps required to annex, appraise, acquire or dispose of property rights;
- Preparation of conveyance documents on approved City templates and secure property owners' signatures;
- Interact with City staff and outside engineering firms, developers and consultants;
- Review developer requests and issue Non-Interference Letters;
- Prepare Record of Surveys;
- Perform boundary line adjustments;
- Set boundary markers or property corners;
- Investigate boundary discrepancies and other tasks as assigned.
- Map Checks

Working in conjunction with the City's staff, PENCO will be dedicated to the successful delivery of projects that may arise under this On-Call agreement within the established time and budget. The following is a general outline of a survey Scope of Work that may be requested. Once the City identifies the specific project(s), we will meet with City staff to

obtain the parameters of the project so we can prepare a project specific scope of work.

General Requirements

PENCO has determined that J Braley, PLS, will be your Survey Manager. Mr. Braley will maintain accessibility during all business hours for City inquiries relating to projects, project communications, and project performance.

The single quality that differentiates PENCO from our competitors, since most consultants have strong technical skills, is our ability to communicate with our clients and maintain project budgets and deliverables.

Official Map Preparation

PENCO has two Professional Surveyors on staff, with an accumulative 90 years of experience in surveying and mapping. PENCO's experience with the preparation of Final Maps (Tract Maps and Parcel Maps), and Records of Survey allows us to prepare these maps in a manner that will provide for a minimum number of map checks.

Legal Descriptions

PENCO has experience with the Vacations of Public right-of-ways, preparation of legal descriptions, exhibit plats and traverse closure calculations each of which is an integral component of processing and recording easements. We are very familiar with simple one page easements along with the multi-segmented, many paged, easements that are often times prepared for public agencies, water districts or Southern California Edison Company. PENCO also is very adept at the plotting or interpreting of existing easements of record that is often times necessary in the verification of subsurface utilities being consistent with easements of record.

Topographic Survey Mapping

PENCO has experience providing topography to our public works, institutional, and general contracting clients in the local area. In accordance with appropriate agency standards and PENCO's standards, we incorporate horizontal control, based upon the California Coordinate System, NAD'83, Zone VI, 2007 Epoch, and vertical control based, upon

NAVD'88 datum. PENCO utilizes the latest GPS and total station technology to prepare detailed project topography. A topo survey, if there is such a thing, would typically be a combination of aerial topography and ground specific topography. Our electronic data and drawing files are created within AutoCAD Civil3d software and established to be consistent with the appropriate agency's mapping standards.

Right of Way Survey

The typical street right-of-way base map is compiled from record data available from a combination of resources. This mapping process should begin with a thorough investigation at the County Recorder's office to obtain copies of recorded final maps (i.e.: Tract Maps, Parcel Maps, Record of Surveys, Corner Records, Lot Line Adjustments, etc.) along with a preliminary title report for each of the abutting land parcels to the proposed street right-of-way. The base map process will also incorporate a collection, review and understanding of current centerline tie notes on file with the County of Orange. The Right-of-Way base map is the foundation of a successful design survey for the Engineer/Surveyor and is a very critical component in the civil design phase and in the determination of public and private ownership.

Monument Preservation

Due to the number of ALTA Surveys, Public Works Strip Topographic Surveys, and Institutional Aerial Topographic Survey Maps prepared by PENCO, we often prepare Pre-Construction Corner Record Certificates and Post-Construction Corner Record Certificates in accordance with the California Land Surveyor's Act, Section 8771. This process allows for the verification of existing monuments and centerline ties, along with the replacement of centerline monuments and reference ties.

Construction Staking

PENCO has spent many years developing a very strong Construction Staking process that lends itself to a series of checks and balances on our in-house support calculations and field staking operations. PENCO's team of office and

field surveyors have been working together for approximately 15 years, and we take great pride in our workmanship and communication skills. Upon receipt of an NTP from the City, we would typically prepare a Survey Staking Plan, based upon project information provided by the City. This would include boundary data, easement information, and all proposed construction items (i.e.: utilities, buildings, curbs, gutters, walkways, etc.) that are to be constructed. The Survey Staking Plan would include specific staking items, per the daily work request, along with the stake numbers, point numbers, coordinate values, stake elevation, and stake offset. This plan will be utilized in conjunction with the daily grade sheets prepared by our field surveyors and two copies left at the site. The Survey Staking Plan is intended to, and has been proven to, minimize project restaking; and provides an excellent reference map for general contractors' subcontractors.

As-Built Surveys

As-Built Surveys are quickly becoming a more common request in the construction industry. This has much to do with the cost of materials and time loss on construction projects that are forced to remove curbs, gutters, utilities, and sometimes building footings and walls due to being constructed incorrectly. Upon receipt of an NTP from the City, we would request hard copy plans and electronic CAD files of the construction project and prepare a Staking Plot that depicts boundary, easements of record, along with the proposed construction features (i.e., utilities, public improvements, hardscaping, buildings, etc.). This Staking Plan is used by the field surveyors to complete their daily staking tasks and two copies are left at the site for the project superintendent. This plan will identify the current staking that was placed for the contractor's use, along with stake identifications being point numbers, coordinate values, point description, and stake offsets. The Staking Plan is to be utilized in conjunction with the daily grade sheets, and the plan standard is to have field survey verification, horizontal and vertical, of particular construction components

throughout the construction project. PENCO would respond to a City request, determine exact scope of "As-Built" limits needed, determine control that was utilized for construction of said facilities, collect field data, prepare field notes, obtain site photographs of pertinent objects, transmit to our office, prepare mapping exhibits, along with a summary explanation report of findings.

Benchmark Verifications/Establishment

PENCO maintains the most up to date survey equipment available and repeatedly is determining the relationship of one benchmark to another throughout the appropriate agency. Our standard field process is to incorporate a minimum of three record benchmarks in a project assessment. We will provide benchmark verification level notes, along with any adjustments that may be required. If necessary, a project specific secondary site benchmark will be established for project construction utilization. This benchmark could be set in a number of differing methods depending on the appropriate agency and the project requirements.

Horizontal and Vertical Control

PENCO's survey crews establish or verify horizontal and vertical control, on a daily basis, for the following types of projects: design topo; boundary mapping; public works; and land development. We utilize the California Coordinate System of 1983, Zone VI, 2007 Epoch for horizontal control network, and the North American Datum of 1988 for our vertical datum. All control establishments are documented with daily field notes, depicting specific equipment utilized, field measurements, staff, weather conditions, etc.

MAP CHECKING APPROACH

When PENCO is asked to propose on a specific Survey Map Checking Project, we will meet or exceed all scheduling expectations.

The following general approach describes our typical approach to define scopes and to execute Survey Map Checks for assigned projects. At this time, each task has been

simplified; once we are provided with a specific project, a more detailed description of each task will be provided.

Our scope or the final Map Check program for Subdivision Maps, Parcel Maps, and Records of Survey usually consists of the following phases:

1st Map Check – 3 week turnaround

During this phase, PENCO will review title reports, deeds, record maps, tie notes, and Corner Records for impact on boundary establishment. We will provide a thorough review on the first map check to ensure adherence to the Subdivision Map Act, The City of Santa Fe Springs Subdivision Ordinance, and the City map checking procedures. In addition, we will review our comments with City staff before issuing to the surveyor/engineer of record. We will utilize these standard procedures for each subsequent map check.

2nd Map Check – 2 week turnaround

During this phase, PENCO will check the revisions against comments made in the 1st Map Check and issue to the surveyor/engineer of record for re-submittal.

3rd Map Check – 1 week turnaround

During this phase, PENCO will check the revisions against comments made in 2nd map check and issue to the surveyor/engineer of record for final mylar request.

Approval - 1 week turnaround

QA/QC Program for Survey Map Checking

PENCO project team is committed to providing the City of Santa Fe Springs with the best possible product, on schedule and within budget, and error-free. To accomplish this, the team has a Quality Assurance/Quality Control (QA/QC) Program that is organized in a manner that will accommodate the specific needs and requirements of the project, and ensure that the project documents that are developed and delivered to the City are checked properly. Deliverables will include a thorough check of map plans.

F. CLIENT REFERENCES

Project Name: Farragut Avenue Improvements Project, City of Moreno Valley, CA
Margery Lazarus, PE, Senior Engineer
14177 Frederick Street
Moreno Valley, CA 92552
margeryl@moval.org
(951) 413-3133

Project Name: Jamboree / Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin Irvine, CA
Mr. Steve Sherwood PE, Assistant City Engineer
City of Irvine, One Civic Center Plaza
Irvine, CA 92623
(949) 724-7327
ssherwood@cityofirvine.org

Project Name: On-Call Plan Check Services, Santa Ana, CA
Taig Higgins, PE, Principal Engineer
20 Civic Center Plaza, 4th Floor
Santa Ana, CA 92701
thiggins@santa-ana.org
(714) 647-5627

Project Name: On-Call Plan Check Services, Diamond Bar, CA
John Beshay, Associate Engineer
21810 Copley Drive
Diamond Bar, CA 92765
jbeshay@diamondbarca.gov
(909) 839-7044

Project Name: As-Needed Plan Check Services, El Monte, CA
Alan Palermo, PE, Consultant Project Manager
11333 Valley Boulevard
El Monte, CA 91731
apalermo@elmonteca.gov
(310) 717-3244

Project Name: On-Call Civil Plan Check Services, Chino, CA
Mark Khudadatov, PE, Associate Civil Engineer
13220 Central Avenue
Chino, CA 91710
mkhudadatov@cityofchino.org
(909) 627-7577

G. APPENDICES - RESUMES

Gary Solsona, PE, QSD

*Contract / Project Manager
Civil Plan Check Engineer*



Education:

BS, Civil Engineering

Licenses & Certifications:

Professional Civil Engineer, CA #68420

Qualified SWPPP Developer / Practitioner #234666

Years of Experience.: 17

Gary has more than 17 years of professional civil engineering experience in public works design and plan checking of development projects, including streets, grading, hydrology and hydraulics, water and sewer, and review of permit applicant's Preliminary and Final WQMP reports

Relevant Experience

Gary served as Project Manager for the following relevant projects:

- City of Diamond Bar Plan Check Services
- City of Santa Ana Civil Plan Check Services
- City of El Monte Civil Plan Check Services
- City of Chino Civil Plan Check Services
- City of Menifee Civil Plan Check Services
- City of Huntington Beach Development Plan Check Services
- City of Los Alamitos Staff Augmentation and Plan Checking, Los Alamitos, CA *

* Work performed prior to PENCO

George Jurica, PE
Principal-in-Charge/QA/QC

Education:
MBA, Construction Management
BS, Engineering
Licenses & Certifications:
PE, Civil Engineer, CA No. 26564; LEED AP
Years of Experience.: 43

George's 40+ years of expertise includes planning, design, and construction of major public works infrastructure and facility projects. George has worked with numerous public works agencies throughout Southern California, including the Counties of Orange and Los Angeles.

He also has provided QA/QC oversight for numerous public works design contracts including major roadway improvements, paving, drainage, and stormwater management projects.

Relevant Experience

- Jamboree / Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin, Irvine, CA
- Cerritos Avenue Sidewalk Gap Closure, Anaheim, CA
- Farragut Avenue Improvements Project, Moreno Valley, CA
- 2014 Roadway Rehabilitation Program, Port of Long Beach
- LINK US, Union Station, Los Angeles, CA
- LAUSD On-Call Civil and Survey, Los Angeles, CA
- Orange County Public Works On-Call Engineering and Surveying

Bijan Yazdani, PE
*Civil Plan Check Engineer
(Grading, Street
Improvements & Utilities)*

Education:
BS, Civil Engineering
Licenses & Certifications:
Professional Civil Engineer, CA #68211
Years of Experience: 35

Bijan has more than 35 years of experience as a Senior Civil Engineer providing QA/QC and general plan check services for capital improvement projects and land development to ensure adherence to the Departments of Public Works/Engineering standards and design policies, conditions of approval for all development projects. Projects include roadway design, drainage design, right-of-way, grading plans, storm drain plans, street improvement plans, signing and striping plans, and water and sewer plans as well as checking of tract and parcel maps, lot line adjustments and easement documents.

Relevant Experience

- City of Santa Ana On-Call Plan Check Services
- City of Menifee, On Call Professional Services, Menifee, CA
- City of Chino Civil Plan Check Services
- City of El Monte Civil Plan Check Services
- City of Diamond Bar Plan Check Services

Sterling Mosley, EIT
Civil Plan Check Engineer**Education:**

BS, Civil Engineering

Licenses & Certifications:

EIT Certification CA No. 145412

Years of Experience: 7

Sterling has more than 7 years of experience in utility design and coordination, grading, drainage, LID BMP selection and implementation for land development and Capital Improvement projects. He has extensive experience working on public agency projects throughout Southern California and has processed plans through various agencies including County, City Fire Department, State Architect, Water, Flood Control and Sewer Districts, and Storm Water Regional Boards

Relevant Experience

- City of Santa Ana On-Call Plan Check Services
- City of Chino Civil Plan Check Services
- City of Diamond Bar Plan Check Services
- City of Huntington Beach Plan Check Services
- City of Garden Grove Stormwater Pollution Prevention Plan (SWPPP)
- 2013 – 2016 Public Works/Engineering Department Assistant Engineer, City of Diamond Bar, CA*

* Work performed prior to PENCO

Jordyn Doyle, EIT
Civil Plan Check Engineer**Education:**

BS and MS, Civil Engineering

Licenses & Certifications:

Engineer in Training, CA

Years of Experience: 2

Jordyn has more than two years of professional engineering experience, which includes one year of internship with the City of Modesto, Public Works Department, in civil engineering design of public works and private development improvement projects. She has successfully completed various projects including street improvements, traffic signing and striping plans, and plan check reviews for public and private development improvements. Jordyn is proficient in AutoCAD (5 years) and Civil 3D software, and GIS ArcMap.

Relevant Experience

- City of Santa Ana On-Call Plan Check Services
- City of Chino Civil Plan Check Services
- City of Diamond Bar Plan Check Services
- City of El Monte Civil Plan Check Services

J Braley, PLS*Survey Manager***Education:**

All courses Land Survey related
Land Surveying Fundamentals
Global Positioning Survey Class

Licenses & Certifications:

Professional Land Surveyor, CA No. 8446

Years of Experience: 42

Mr. Braley has over 40 years of experience as a Land Surveyor in Southern and Northern California, Oregon, Washington, Nevada, and Virginia. J has provided survey services to public works agencies, institutional agencies, and private land developers. He has a strong background in right of way mapping, boundary and title related issues as well as topographic surveys, horizontal and vertical control, and monument staking and construction staking. In this regard, he was the lead surveyor on several large projects in the Mojave Desert and in Southern and Northern California. These projects included mapping for over 100 sections and resolving the boundaries on over 1800 parcels within those sections. He also mapped and resolved boundaries for 30 miles of the Los Angeles Aqueduct, which had not been mapped since construction in the 1920's.

Relevant Experience

- City of Garden Grove On-Call Survey Services
- City of Rancho Palos Verdes On-Call Surveying Services
- Farragut Avenue Improvements, Moreno Valley, CA
- Cerritos Avenue Gap Closure, Anaheim, CA
- Jamboree / Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin, Irvine, CA
- City of Diamond Bar Plan Check Services
- City of Santa Ana Civil Plan Check Services
- City of El Monte Civil Plan Check Services
- City of Chino Civil Plan Check Services
- City of Huntington Beach Development Plan Check Services

**John Koepke, PLS, CFEDS,**
*Survey and Mapping Plan
Checker / QA/QC***Education:**

JD Law, Thomas Jefferson School of Law, San Diego, CA

Licenses & Certifications:

Professional Land Surveyor, CA No. 7841

CFedS CA No. 1104

Years of Experience: 34

John has 34 years extensive field and office experience in cadastral, boundary, right-of-way, control, topographic, and design surveys for subdivision, commercial, and heavy construction projects. He is responsible for directing office preparation of maps and exhibits of record, records of survey, parcel maps, final maps, lot line adjustments, easement plats, and legal descriptions.

Relevant Experience

- City of Garden Grove On-Call Surveying Services
- City of Rancho Palos Verdes On-Call Surveying Services
- Farragut Avenue Improvements, Moreno Valley, CA
- Cerritos Avenue Gap Closure, Anaheim, CA
- Jamboree / Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin, Irvine, CA
- City of Diamond Bar Plan Check Services
- City of Santa Ana Civil Plan Check Services
- City of El Monte Civil Plan Check Services
- City of Chino Civil Plan Check Services



EXHIBIT C
FEE SCHEDULE

H. FEE SCHEDULE

HOURLY RATES

Effective January 1, 2018 through December 31, 2022

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Senior Project Manager	\$ 200.00 - \$ 220.00
Survey Manager	\$ 210.00 - \$ 230.00
Project Manager	\$ 180.00 - \$ 195.00
Senior Project Engineer	\$ 170.00 - \$ 185.00
Project Engineer	\$ 155.00 - \$ 170.00
Senior Plan Check Engineer	\$ 160.00 - \$ 180.00
Plan Check Engineer	\$ 135.00 - \$ 155.00
Project Assistant	\$ 95.00 - \$ 105.00
Processor	\$ 95.00 - \$ 105.00
Senior Project Surveyor	\$ 160.00 - \$ 175.00
Project Surveyor	\$ 135.00 - \$ 150.00
Senior Survey Technician	\$ 120.00 - \$ 130.00
Survey Technician	\$ 95.00 - \$ 105.00
2-Man Survey Crew	\$ 230.00 - \$ 250.00
2-Man Survey Crew Prevailing Wage	\$ 280.00 - \$ 305.00
1-Man Survey Crew	\$ 175.00 - \$ 190.00

All terms and conditions will be per the On-Call/As-Needed contract with the City of Redondo Beach. PENCO's Fee Schedule is for use in invoicing the City of Redondo Beach. These proposed rates are negotiable.

REIMBURSABLE COSTS

All reimbursable costs shall be billed at cost plus 15%

Mileage shall be billed at the current IRS standard mileage rate



City of Santa Fe Springs

City Council Meeting

November 8, 2018

NEW BUSINESS

Christmas Tree Sales Lot – Request for Approval

RECOMMENDATION

That the City Council:

- Approve the proposed Christmas Tree Sales Lot on property located at 13007 Telegraph Road, subject to the conditions of approval as contained within this staff report.

BACKGROUND

Pursuant to Section 155.620 of the City's Zoning Regulations, the sale of Christmas trees and wreaths must be authorized by the City Council prior to the commencement of such activities. The applicant, Ralph Edwards of Big Top Christmas Trees, is therefore requesting approval to use the vacant .82-acre lot at 13007 Telegraph Road, in the City of Santa Fe Springs, for the sale of Christmas trees and wreaths.

The sales activities will begin on December 1, 2018 and end on December 25, 2018. The hours of operation will be from 9:00am to 9:00pm, seven days a week. According to the site plan provided by the applicant (*see provided attachment*), sales activity will occur behind a fenced area along the southwest portion of the site. Parking will be provided along the northerly property line, with ingress and egress via two driveways: one driveway along Telegraph Road and another driveway along Greenleaf Avenue. According to the application (*see provided attachment*), there will be no office trailer, food or drinks, security personnel, and pre-recorded or live music associated with the subject tree lot.

Prior to bringing this matter before the City Council, staff forwarded the application and related materials to the City's Building, Fire, and Police Services departments for their review and comment. Any comments or suggested conditions by other city departments have been incorporated into the attached list of recommended conditions.

The Mayor may wish to call upon Wayne Morrell, Director of Planning, to answer any questions the Council may have regarding the proposed Christmas Tree Sales Lot.

FISCAL IMPACT

Approval of the proposed Christmas Tree Sales Lot has a positive financial impact on the City from both permit fees and from a portion of the sales tax generated from the sale of Christmas trees and wreaths.

INFRASTRUCTURE IMPACT

None.

RECOMMENDED CONDITIONS OF APPROVAL

1. Sales of Christmas trees and wreaths shall begin on December 1, 2018 and end on December 25, 2018. Additionally, the premises shall be cleaned up and restored to a neat and orderly condition by December 31, 2018.
2. Sales of Christmas trees and wreaths shall occur within the fenced area as depicted on the site plan that was provided by the applicant. Additionally, both gates shall remain open during business hours.
3. The hours of operation shall be limited between the hours of 9:00am to 9:00pm, Monday through Sunday.
4. A Business Operations Tax Certificate (BOTC) shall be obtained from the City's Finance Department unless applicant already has a valid BOTC.
5. Applicant shall obtain all necessary permits related to the proposed Christmas Tree Sales lot from the City's Building and Safety Department, including but not limited to the proposed tent, temporary fence/gates, temporary power pole and all electrical wiring.
6. No food or beverages shall be served.
7. Alcoholic beverages are prohibited on-site at all times.
8. That night lighting shall be provided at a minimum of 1-foot-candle (1-lumen) per square foot during business hours. Additional lighting may be required if an ATM is used on the premises.
9. That a contact phone number shall be provided to the Police Services Center for the person or persons staying inside any trailer or recreational vehicle (RV) for emergency contact.
10. Applicant shall monitor and ensure that the subject Christmas Tree Sales lot operates within the noise limitations established within Section 155.424 of the City's Zoning Regulations.
11. Temporary signage (if used) shall conform to the City's sign guidelines.
12. "No Smoking" signs shall be posted at all entrances.
13. Balloons, pennants, and flags (if used) shall not hang or float over the street or adjacent properties.
14. All signage or advertisement shall be reviewed and approved by the Planning Department and maintained within the lot. Off-site signs are not permitted.
15. That the Applicant shall not allow sign holders and/or sign twirlers on or off the property.
16. That the Applicant shall not allow signs or character signs that whirl, wave, float, fly or move mechanically or in the breeze.
17. Written permission from property owner and/or property management shall be provided to the Department of Planning and Development as part of the approval process.

18. Applicant shall obtain a permits from the City's Department of Fire Rescue for any proposed tent(s) in excess of 700 square feet. Additionally, proposed tent shall remain open on all four sides. Applicant shall also monitor and ensure that there will be no parking, smoking, or generators located within 20' of the proposed tent.
19. Applicant shall monitor and ensure that an unobstructed 6' center aisle is continually maintained. Exit paths and aisles must be a minimum of 36" wide.
20. An adequate number of appropriate 2A-10BC portable fire extinguishers shall be provided and maintained in working condition at all times. 1 for every 1,000 square feet and 1 additional for every 2,000 square feet.
21. Signage showing the location of the fire extinguishers shall be provided pursuant to the Fire Code.
22. Extension cords and power-strips are subject to the review and approval by the Building Department and the Department of Fire Rescue.
23. That all trees, wreaths, bows and other similar decorations shall not be stored within 15' of an exit.
24. The fenced-in lot shall be provide a minimum of 2 exits, adequately remote.
25. The exit signs shall be posted at all exits.
26. Exits shall remain unobstructed at all times, and locked in the open position during business hours.
27. Fire lanes shall not be used as loading zones.
28. That all Christmas tree related trash and debris shall be stored in noncombustible receptacles at least 30' from tent.
29. Trees sold as Fire Resistant shall include the following:
 - a. Names of material used and State Marshal ID number.
 - b. Date of material application.
 - c. The location where the material was applied.
 - d. Signature of applicator.
30. If fire-retardant materials are to be applied to trees on site, the applicator must have a Limited Application Certification from the California State Fire Marshal.
31. That the on-site flocking shall be contained and applied in a separate area.
32. There shall not be any open flames and burning.
33. Wood chips or straw used as bedding shall be kept moist at all times.
34. Devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device shall not be permitted inside the tent or be located within 20 feet of the tent or trees.



Raymond R. Cruz
City Manager

Attachments:

Aerial Photograph
Christmas Tree Sales Permit Application
Proposed Site Plan



CITY OF SANTA FE SPRINGS AERIAL PHOTOGRAPH



PROJECT

Proposed Christmas Tree Sales Lot

LOCATION

13007 Telegraph Road (APNs: 8011-005-013)

APPLICANT

Ralph Edwards (Big Top Christmas Trees)



Christmas Tree Sales Permit

Planning Department

Received

OCT 18 2018

In accordance with Section 155.620 of the City's Zoning Regulations, the sale of Christmas trees and wreaths shall be permitted in any zone and shall be exempt from the property development standards set forth in Chapter 155 of the Municipal Code.

Address of Activity: 13007 TELEGRAPH RD

Type of Sale: ☒ Christmas trees ☐ Other

Date (s) of Activity: 11/25/18-11/26/18 Time: 9AM-9PM From: 7 DAYS To: 1 WEEK

Applicant's Name: RALPH EDWARDS

Applicant's Address: 4006 LAKEVIEW RD. City: LAKE HAVASU CITY Zip: 86406

Home Phone No. () Cell Phone No. (928) 208-3743

Applicant's Email Address: bede@gmail.com

Applicant's Drivers License #: AZ-001145082 State: AZ

Applicant's Organization: N/A

Non-Profit Organization: ☐ Yes ☒ No If Yes, Tax Exemption No.: _____

Are you the owner of the subject property? ☐ Yes ☒ No

Property Owner's Name: MARVIN PITTS

Property Owner Address: 14552 WHITTIER BLVD Phone No. (562) 805-3033

Print Owner Name _____ Signature of Owner _____

Will there be a temporary office trailer? ☐ Yes ☒ No If Yes, how many? _____

Will there be food or drinks served? ☐ Yes ☒ No If Yes, what kind? _____

Will security personnel be used? ☐ Yes ☒ No If Yes, how many? _____

Will there pre-recorded or live music? ☐ Yes ☒ No

Company providing the security: _____

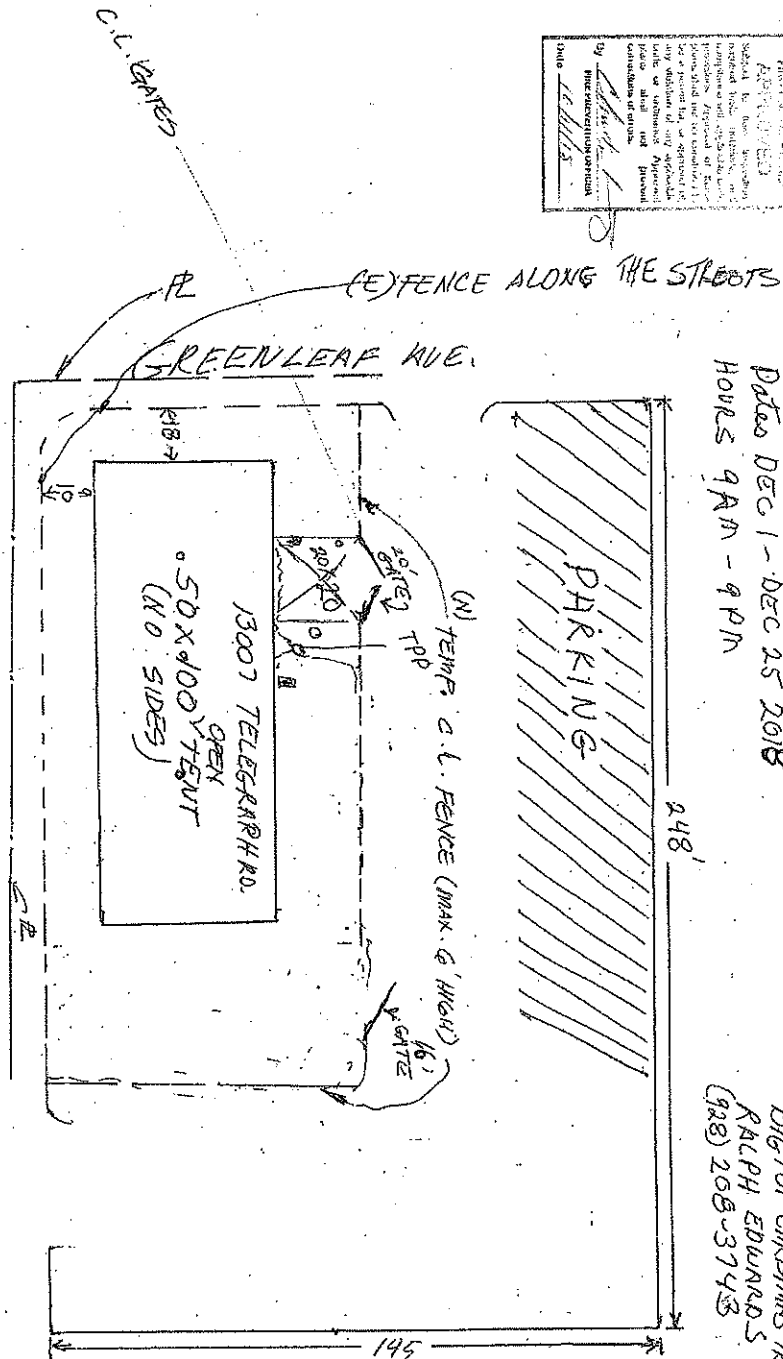
Address of security company: _____ Phone No. _____

Applicant's signature: Ralph Edwards Date: 10/18/18

Department Review		Approved/Denied
Building & Safety: _____	Date: _____	____/____/____
Planning: _____	Date: _____	____/____/____
Police: _____	Date: _____	____/____/____
Fire: _____	Date: _____	____/____/____

I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the Department of the Interior.
 Approved: _____
 Special Agent in Charge, Bureau of Land Management.
 Witness my hand and the seal of the Department of the Interior at Washington, D.C., this _____ day of _____, 19____.
 By _____
 Principal Assistant Secretary

BIG TOP CHRISTMAS TREES
RACON, EDWARDS
(928) 208-3743



NOTE & TELEGRAPH Rd.
BOTH GATES SHALL REMAIN OPEN DURING THE BUS OPERATION
No parking, no smoking, no gatherings within 20' of front & rear exits

APPROVAL FOR EXITING & LOCATION ONLY. 1



City of Santa Fe Springs

City Council Meeting

November 8, 2018

NEW BUSINESS

Approval of 2019 Art Fest Event Professional Services Agreement

RECOMMENDATION

Authorize the Director of Community Services to execute a revised Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services of the 2019 Art Fest event.

BACKGROUND

Through the guidance and direction of the Heritage Arts Advisory Committee (HAAC), the City will once again host its annual Art Fest on May 3, 2019 at the Clarke Estate. The event continues to successfully grow year after year. Participation of artists has increased to over 300 who showcase their art in a variety of mediums, and approximately 3,000 guests attend this festival annually.

At the September 14, 2017 City Council meeting, Council approved a two-year Art Fest Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hanh. The PSA was approved in the amount of \$49,000 and implemented for the 2018 Art Fest. However, the HAAC is recommending that the booking and scheduling of all 2019 Art Fest entertainment be done by the City. This change in responsibility will reduce the PSA to \$46,500.00, a \$2,500 savings.

The 2019 Art Fest will follow the same format as in previous years and will continue to include educational workshops, local artists and art vendors, art for purchase, and enhanced entertainment, food and beverages. The film component, Trompe l'oeil art competition, and Paint & Sip Art Sessions will also continue in 2019.

The following are the anticipated services to be performed by the consultant for the 2019 Art Fest. These services have not changed from the 2018 event.

Pre-Art Fest Preparation:

Artist commissioning/recruitment - "Calling All Artists"– Commission professional artists, recruit youth artists in the local middle schools, high schools, colleges and non-profit organizations. Also to include city employees and their family members.
Recruitment of Pop-up Artist Vendors – Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction – Solicit potential sponsorships, and donations for the silent auction component.

Curation of art work – Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with artists on providing proper packaging of art for transportation.

Marketing – Design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, program with map, sponsorship brochure and paint & wine tickets). SFS ARTFEST Logo, design ad for electronic billboards, with City's approval and specifications. Design and market "Silent Auction" materials, "Paint & Wine" programs, "Looking Glass Garden" Trompe l'oeil Live installation competition, and Film Installation Screening. Consult with the City's Social Media Administrator for cross promotions and marketing materials using the City's logo and/or approved designs involving 2019 SFS ARTFEST through each party's social media forums (i.e. Facebook, Twitter, Instagram) which identifies the marketing partnership under the consultant's website name "Uptowncrawlers.com."

Art Fest Event Implementation:

Collectors Night- Promote Santa Fe Spring Chamber members to network among the artists, help engagement through cross-marketing efforts, Create a second night event for Community, Artist and Vendors

Drop off / Installation / Pick up of art work - Plan and coordinate with City staff for check-in, artwork drop-off, installation and return of all unsold artwork.

Sales of Art - Work collaboratively with City staff to conduct all sales of art at the Art Fest event.

Post Art Fest and Evaluation Report:

Final Report - Provide the City with a written summary and analysis report of all participating artists.

Meetings with City Staff:

Consultant will participate in all of the 2019 Art Fest Planning Committee meetings (meeting scheduled once a month, time and date to be determined). Meeting dates may be changed at the mutual consent of both parties.

PROPOSED TOTAL COST: \$46,500.00

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

LEGAL REVIEW

The City Attorney has reviewed the revised Professional Services Agreement for Crepes and Grapes Café, LLC. Sandra Hahn.

FISCAL IMPACT

The funding to cover the \$46,500.00 for the 2019 Art Fest Consultant Professional Services Agreement is included in the approved Public Art & Art Education program fund (10511001) and has no impact on the City's general fund.



Raymond R. Cruz
City Manager

Attachment(s)

1. City of Santa Fe Springs Professional Services Agreement with Crepes & Grapes Café, LLC. for 2019 SFS ARTFEST
2. SFS 2019 Art Fest Event Outline from Consultant
3. SFS 2019 Art Fest Budget Proposal from Consultant

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
CREPES & GRAPES CAFÉ, LLC.
2019 SFS ARTFEST**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of November, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and Crepes & Grapes, LLC. Sandra Hahn, a California Art Festival Consultant ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Consulting services for the 2019 Art Fest event, 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 requirements 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 and attached hereto as Exhibit "A" and Consultant's Response to City's scope of services ("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"). Consultant's total compensation shall not exceed \$46,500.00 (dollars).

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 twenty-five (25) 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 two (2) 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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. 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. Except for rain 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. This Agreement shall commence on the Effective Date and continue for a period of seven months, ending on May 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both parties.

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 contractors, 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:

Crepe's & Grapes, LLC.
Sandra Hahn
6560 Greenleaf Ave.
Whittier Ca, 90601

Tel:(562) 696-3255
Cell: (562) 708-1475

IF TO CITY:

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

Tel: (562) 868-0511

Attn: Maricela Balderas, Director
Department of Community
Services

Courtesy copy to:
City of Santa Fe Springs
9255 Pioneer Blvd
Santa Fe Springs, CA 90670
Attn: Ed Ramirez
Family & Human Services
Manager

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 contractor 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 contractor 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 sub Consultants, 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 sub Consultants 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 sub Consultants 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

Date: _____

[Sandra Hahn, Crepe's & Grapes, LLC.]

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Jay Sarno
Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Edmund Ramirez
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Maricela Balderas
Director of Community Services

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Artist Recruitment

- "Calling All Artists"—Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 200 Artists with no more than two or three pieces of art per artist, Medium of art should include but not limited to:
 - fine arts
 - Chalk artists (to provide live artwork in the making
 - Glass blowing artistry
 - Face painting and balloon artists
 - Street Art
 - Educational workshops/crafts
 - Finger painters
 - Food art
 - Floral art
 - Sand Art
 - Caricature artist
 - Trompe-l'œil
 - Poetry
 - Performing artist/Live Installations
- Recruit and coordinate selection of one featured and one or two guest artists. Consultant shall provide a proposal of recommended Artist to be featured and/or be guests. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured or guest artist.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no more than thirty (30) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.

Curation of art

- Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.

- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

Marketing

- Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2019 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2019 SFS Art Fest.

Art Fest Event Implementation:

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.
- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

Post Art Fest and Evaluation

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop –up artist and vendors, and total sales from Art Fest (City staff will provide financial).

EXHIBIT B

CONSULTANT'S PROPOSAL

CONSULTANT RESPONSIBILITIES

The following responsibilities shall be managed by the Consultant and/or Consultants Staff. Consultant shall be available and provide professional services for the CITY's SFS ARTFEST 2019 as described below. All reports shall be delivered electronically (as PDF(s)) to the Director of the Community Services Department and/or their designee.

- A. **Advertising, Designing, Marketing Materials:** Consultant shall design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, map program, sponsorship brochure and paint & wine tickets). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Consultant shall design and market "Silent Auction" materials, "Paint & Sip" programs, "Artifact" Trompe l'oei Live installation competition, and Film "Absorption" Installation Screening.
- B. **Social Media Marketing:** Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2019 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.
- C. **Featured and Guest Artists:** Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2019. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and Two or three Guest Artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff
- D. **Art Handling:** Consultant shall be solely responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive is the sole responsibility of the Consultant. CITY will provide metal grids for hanging artworks, outdoor and indoor moveable walls, as well as ladders for installation of art during the SFS Art Fest event set-up. CITY will provide CITY Staff to assist in hanging artwork inside the historic Clarke Estate home. Consultant may use the CITY owned art displays, equipment, easels, etc. CONSULTANT to provide staff week of, during and post (8-10) and working with assign CITY staff for sales and payment of artwork.
- E. **Paint & Sip:** Consultant shall provide a layout and proposal of the site with a list of recommended Artist instructors to be featured in the Paint & Sip venue. The proposal shall include a biography and pictures of the artist's work. The Artist instructors would receive a stipend per session from Consultant. All materials such as paint, brushes, canvases, tickets, and some collateral materials to produce a Paint & Sip component that will be provided by Consultant. The Consultant to provide layout to CITY rental vendor. CITY well provide (rentals) tents, tables, chairs and any city collateral material. Consultant to provide staff during and post (2-3) and working with assign CITY staff for sales and payment of artwork and or tickets.

- F. **Silent Auction:** Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event that will be provided by Consultant. CITY will provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
- Coordinate donations delivery and pick-up with artist and donors.
 - Maintain the Silent Auction database.
 - Input and update donations received in database.
 - Input all contact information from donor into database.
 - Keep track of all items received.
 - Determine starting values for each Silent Auction item.
 - Create bid sheets for each Silent Auction item.
 - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by May 2nd, 2019. Tend to Silent Auctions throughout the evening.
 - Be in regular communication with two of Consultant's staff during Silent Auction.
 - Remove unclaimed items and return to respective artist(s).
 - Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales
- G. **Sponsorships:** Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by May 15th, 2019. Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2019.

EXHIBIT C
FEE SCHEDULE

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

1. Upon execution of the agreement, the Consultant shall be paid \$15,000
2. In accordance with the completion of the informational artist recruitment orientation meeting in January 2019 (date and time to be determined by CITY and (Consultant) the Consultant shall be paid \$15,000
3. Upon completion of the SFS ARTFEST event on May 3rd, 2019, the Consultant shall be paid \$10,000;
4. Upon completion of the Post SFS ARTFEST and evaluation report, the Consultant shall be paid \$6,500 on May 30th, 2019.

EXHIBIT D
PROJECT SCHEDULE

Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, November – December, 2018 (time to be determined by CITY)
- 2nd Tuesday of the month, January – March, 2019 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. **Cataloging Protocols:** Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)

Pre- Art Fest Preparation - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e. "Call to Artist" postcards, flyers, posters, map program, sponsorship brochure and paint & wine tickets). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than December 30, 2018 and continue promotion through April 15, 2019.
- b. Art Fest Promotional Flyers shall be disseminated no later than January 30th, 2019 and should be made available until date of event.
- c. Consultant shall design and market "Silent Auction" materials, "Paint & Sip" programs, "Artifact" Trompe l'oeil Live installation competition, and Film "Absorption" Installation Screening and be approved by City by January 15, 2019.

- d. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including, local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than January 15, 2019 and remain available through April 15th, 2019. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- e. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- f. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than December 15th, 2018.
- g. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by January 20th, 2018 or TBD. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant)
- h. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- i. Consultant shall recruit and secure between 200 and 250 exhibiting artists. Of those exhibiting artists: Between 100 and 125 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 100 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Paint Instructors for Paint & Sip sessions, each artist instructor exhibiting 4 pieces of artwork each; one or two School art instructors and or one or two local artists to instruct; 15 Gallery Artists with two selected curators to represent 8 to 10 artists, each artist will showcase between 5 and 10 pieces of artwork each; 40 Silent Auction items; and 20-30 Artist retail Vendors.
- j. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists
- k. Art vendors submittals shall include but is not limited to the following:
 - i. Fine arts
 - ii. Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
 - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
 - iv. Face painting and balloon artists
 - v. Street Art (muralist providing live art on canvas) to provide
 - vi. Budget for live artwork in the making (location to be determined)
 - vii. Educational workshops/crafts (professional / CITY staff driven)
 - viii. Food Art (to possibly include live artistry)
 - ix. Floral Art (hands on and on display)
 - x. Sand Art (sculptures or cultural creations)
 - xi. Caricature Artists
 - xii. Poetry (designate a poetry recital location)
 - xiii. Performing Artist (to be part of entertainment)
 - xiv. Art Installations (i.e. Sculpture Garden)
 - xv. Film Installations
 - xvi. Photography

- l. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- m. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, paint and wine sales, public works, CITY staffing, CITY marketing, and CITY social media.
- n. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via www.artcrawlfest.com. No submissions will be permitted after the deadline of April 15th, 2019.
- o. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by April 25th, 2019.
- p. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
 - Friday, April 26th 11:00a.m. – 3:00p.m. (Art Deliveries)
 - Saturday, April 27th 10:00a.m. – 2:00p.m. (Art Deliveries /Tent Set-Ups)
 - Monday, April 29th 8:00a.m. – 3:00p.m. (Tent Set-Ups / Art Deliveries)
 - Tuesday, April 30th 8:00a.m. – 4:00p.m. (Art Deliveries)
 - Wednesday, May 1st 8:00a.m. – 4:00p.m. (Art Installations)
 - Thursday, May 2nd 8:00a.m. – 9:00p.m. (Installations / Silent Auction)
 - Friday, May 3rd 8:00a.m. – 12:00a.m. (DAY OF EVENT)
 - Saturday, May 4th 10:00a.m. – 2:00p.m. (Closing)
- q. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- r. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by April 28th, 2019 or TBD.
- s. Consultant to assist and research local community based Food vendors.
- t. Consultant to assist City with event entertainment timeline for program.
- u. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- v. CITY will provide all checks for Feature and Guest Artist prior to event.

Art Fest Event Implementation - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by May 3rd, 2019;
- c. Consultant shall have all artwork hung and displayed by May 2nd, 2019.

- d. Consultant shall have Silent Auction, Paint & Sip, displayed and staffed
- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits and installations performances and or displayed ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound is complete and install.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, "silent auction", and "paint & sip" tickets at the Clarke Estate
- j. CITY to provide receipts to purchaser of art sold;
- k. CITY to provide receipts to artist and food vendors regarding booth purchases;
- l. CITY shall tag displayed items as sold;
- m. CITY shall provide report to Consultant of items sold and money collected by May 15th, 2019; Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name.
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

Post Art Fest and Art Show - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

- a. Consultant Debriefing Report: A special meeting between Consultant and CITY shall be held on May 21st, 2019 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the May 28th, 2019 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).

EXHIBIT E

CERTIFICATES OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/29/2018		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER KCAL Insurance Agency 2048 S. Hacienda Blvd., Hacienda Heights, CA 91745 License #: 0B07015		CONTACT NAME: Emery Lee PHONE: (626)333-1111 FAX: (626)369-7539 E-MAIL: emery@kcal.net ADDRESS:				
INSURED CREPES & GRAPE CAFE LLC DBA CREPES & GRAPE CAFE 6560 GREENLEAF AVE WHITTIER, CA 90601		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS INSURANCE NAIC # 19046 INSURER B: INSURER C: INSURER D: INSURER E:				
COVERAGES CERTIFICATE NUMBER: 00000000-61281 REVISION NUMBER: 3						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
LINE	TYPE OF INSURANCE	ADDL. BUREAU INFO. TYPE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. ACCT ☐ LOC ☐ OTHER		6806405N723	07/01/2017	07/01/2018	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE): \$ 300,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COM/PROP AGG: \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY					COMBINED SINGLE LIMIT (EA ACCIDENT): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE ☐ COI ☐ RETENTION					EACH OCCURRENCE: \$ AGGREGATE: \$ RET. STATUTE: \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ FOR PROPRIETOR/PARTNER/EXECUTIVE (OFFICER/OWNER EXCLUDED) (Mandatory in NH) ☐ FOR SEPARATE OPERATIONS UNIT	☐ YIN ☐ NIA				PER STATUTE: \$ OTHER: \$ E.C. EACH ACCIDENT: \$ E.C. DISEASE - EA EMPLOYEE: \$ E.C. DISEASE - POLICY LIMIT: \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required) Certificate holder has been added as additional insured with respect for general liability. Event Date 05/03/2018						
CERTIFICATE HOLDER Santa Fe Springs Art Fest City of Santa Fe Springs, Edmund Ramirez Clarke Estate, 10211 Pioneer Blvd. Santa Fe Springs, CA 90670				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:  (EME)		

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Printed by EME on March 29, 2018 at 02:03PM

Insurance to be provided by City



SFS ARTFEST 2019

"Absorption" | Film

FILM SCREENING

SFS FILM ARTIST "ABSORPTION" / FILM SCREENING

ab·sorp·tion

1. the process or action by which one thing absorbs or is absorbed by another.

"East Germany's absorption into West Germany"

synonyms: soaking up, sucking up; More

2. the fact or state of being engrossed in something.

"her absorption in the problems of the Third World"

synonyms: involvement in, immersion in, raptness in, engrossment in, occupation with, preoccupation with, engagement in, captivation with, fascination with, enthrallment with

"her total absorption in the movie" the formation of liquid film on a solid surface

"Absorption" - Film Screening

The "Film Screening" allows guest to submerge and experience oneself in all types of movies, from short to full feature length: horror, comedy, documentary, drama, animated, experimental, and/or live-action. Some are produced on a shoestring, others on a modest low-budget forcing creative solutions to meet the final outcome. The Filmmaker's canvas that they all have in common is that the minds behind each body of work have an absolute passion for creating film and sharing their creations.

SFS ARTFest invites a friendly film-centric arena with excellent networking opportunities for directors, screenwriters, artists and people in the film industry, sharing the passion and the exposure of the work. The theme "Absorption" gives a direction to some filmmakers in creating a new body of work in which they will premier if selected in 2019 SFS Artfest Film Fest "Absorption".

Film Outline

- Selection of 8-10 Filmmakers depending on the time slots of program
- Screen submissions with each film against itself. How well did the filmmaker execute their idea?
- A Synopsis from each submission required.
Highlighting the main characters and what they go through during the story with the focus on the attention to conflict and resolution.
- We invite cast and crew on selected films to participate on open-mic on stage.
- 2019 SFS Artfest Film Fest "Absorption" Director's Program

SFS FEST 2019

"Artifact" | Tromp L'Oeil

TROMPE L'OEIL COMPETITION

SFS "ARTIFACT" / TROMPE L'OEIL COMPETITION

ar•ti•fact

1. an object made by a human being, typically an item of cultural or historical interest.
"gold and silver artifacts"

synonyms: relic, article; handiwork

"hundreds of unidentified artifacts are stored in numerous rooms beneath the museum"

2. something observed in a scientific investigation or experiment that is not naturally present but occurs as a result of the preparative or investigative procedure.

"Artifact" Trompe l'oeil Artist - Live Installation Juried Competition

We watch artists, at work, interpreting the world in the most vulnerable, honest, and authentic ways possible. Their work effects changes in the way we see the world-often turning something we think we know into something else entirely.

Continuing the spotlight to visual artists in the "Artifact" Trompe l'oeil competition will embrace an art technique that uses realistic imagery, on body surfaces, to create the optical illusion that the depicted objects exist in three dimensions.

This year, Artists will be performing 3-4 hours in a Live Installations throughout the festival. A special open call to industry artists to submit their work (i.e. a vivid sketch, detailed descriptive statement, etc.). Applying artists will be screened and 4-5 artists will be selected to create the experience. Selected artists will be creating their work in designated 10x10 booth areas with their crew. Artist's models will be displayed at thier assigned booths for jury inspection and photographers will be encouraged to step into their light while jury members tally the scores.

Trompe l'oeil Outline

- Call to Artist / Selection of 4-5 artists
- Artist Statement based on "Artifact" theme of work
- Artists may exhibit their body of artwork in their booth
- A panel of 3or4 Judges will be selected / 1or 2 SFS City Officials and 2 Artist Professionals
- 2019 will provide awards to artist winners

2019 Trompe l'oeil "Artifact" Body Artist - Live Installation Awards:

1st Place, \$500 | 2nd Place, \$200 | 3rd Place, \$100

SFS ART FEST 2019

"Artifact" | "Absorption"

SILENT AUCTION

SFS SILENT ART AUCTION

Be inspired by the creativity and generosity of community artists. Place your bid and join them in providing access for the "ARTS". The auction is promoted with artists in mind, how they'll benefit from the publicity, and how many people are expected to attend the event and view their artwork. More than 35 established and emerging artists are donating original pieces of artwork to our event and sharing how the theme of "Artifact | Absorption" inspired their submissions.

Our past two art auctions were successful and we are so grateful for the generosity of all artists that have participated. Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community.

SFS Silent Auction:

- "Call to Artist" for Artwork Donation from participating artists
- Special Program of Artist donations on website
- Procure the most desirable artwork by highlighting online early
- Promote donated artwork and artists in advance through social media
- Secure inkind sponsorships
- Make a live appeal during festival

In summary: Advertising our auction items to attendees in advance can result in a bigger turnout at SFS ARTFEST silent auction and more bid activity.

SFS FEST 2019

"Artifact" | "Absorption"

PAINT & SIP

SFS PAINT & SIP

Experience the creative empowerment with step-by-step instruction with passionate local artists. Relax and enjoy one glass of wine or non-alcoholic beverage paired with cheese and crackers. All supplies are provided and guests keep their canvas masterpiece. Unleash the inner artist!

In 2019, we will continue to build this area to the next level with a choice between three or four artistic styles, each led by an art instructor. We will have artistic renderings of selected styles and images designed just for this festival. In addition, each artist will donate one art piece for the silent auction, which will add cross marketing opportunities to sell tickets and give highlights to each art instructor.

<u>Title of Work:</u>	<u>Artist Style:</u>	<u>Times:</u>	<u>Instructors</u>
"TBA"	TBA	Session A1 • 20 guests for 4:00-6:00 pm	TBA
"TBA"	TBA	Session B2 • 20 guests for 5:00-7:00 pm	TBA
"TBA"	TBA	Session C3 • 20 guests for 7:00-9:00 pm	TBA
"TBA"	TBA	Session D3 • 20 guests for 8:00-10:00 pm	TBA

SFS PAINT & SIP:

- 2 Locations on the festival grounds with Artist instructors per location
- Tickets \$45 each after April 25th, 2019
- Pre-Sale \$40 each with \$5 going towards selected non-profit organizations or individuals who are selling tickets. Deadline for ticket sales is April 25th, 2019
- 80 tickets at \$40 each will bring in \$3,200.00 if pre-sold to the SFS CITY
- Three or four Art Instructors one or two of the art instructors from local School Districts and the other Artists that have a following in this area
- This is a 2 hour guided lesson
- Participants will be there to relax, so the entire atmosphere of the experience is perfect to unwind and socialize
- We provide the Artist instructor, canvas or canvas bag, paint, brushes, easels, and aprons.
- Packaged Refreshments and beverage are included

SFS ARTFEST 2019

Proposed Event "COLLECTORS NIGHT"

SFS VIP COLLECTORS' NIGHT

City of Santa Fe Springs hosts its 7th annual SFS Artfest with a special night of "Collectors' Night", presented with the Santa Fe Springs Chamber of Commerce, on Thursday, May 2nd, 2019 from 5:30pm to 9:00 pm.

Enjoy hors d'oeuvres, beverages, wine, beer, and Live jazz entrainment at the Clark Estate. Santa Fe Springs Chamber will honor longstanding volunteers, supporters, and/or former board chairs for continued commitment to the organization or create a VIP Membership Mixer.

Collectors' Night Mixer pre-sale tickets can cost \$30 for Chamber members and \$45 for the general public. Tickets include 2 beverages and hors d'oeuvres hosted by a local business.

Some of the proceeds from Collectors' Night Mixer help Heritage Arts Advisory Committee for the visual arts education and outreaching programs. (TBD)

Proposal:

- City of Santa Fe Springs and the Chamber of Commerce partnering through the arts
- Promote Santa Fe Spring Chamber members to network among the artists
- Help engagement through cross-marketing efforts
- Preview Artworks
- Preview of Film Screening
- Preview of Silent Auction
- Creating a second night event for Community, Artist and Vendors
- Create Special Artist and or Speaker
- Budget (TBD)
- Event to be held in a special location at the Clark Estate
- Additional cost for Staffing

SFS FEST 2019

Consultant Expenses & Fees

MARKETING & ADVERTISING

Collaborate and consult the CITY's Social Media Administrator through each Parties social media forums (i.e. Facebook, Twitter, and Instagram). Attend various art events/shows to promote and recruit participation, distribute of postcards, flyers, and networking.
\$2,800

DESIGN & MARKETING

Design for print and visual marketing materials. "Call to Artists" postcards, Flyer cards, Sponsorship brochure, Map Program, Design update of Website, Social Media Banners, Chamber ADs, Billboard, "Silent Auction" materials, "Paint & Sip" materials, "Artifact" Trompe l'oeil materials, and Film "Absorption" materials.
\$2,300

PRINT COLLATERAL MATERIALS

Post Cards 10K, Flyers 4K, Posters 20, Map Program 200pc, Sponsorship Brochure 200 pc
\$2,200

DEDICATED WEBSITES

Manage and update applications for artists, vendors and sponsorships and marketing efforts - www.artcrawlfest.com
\$2,800

FEATURE & GUEST RECRUIT

Recruit and coordinate selection of one featured and one or two guest artists. Provide a proposal of recommended Artists. Shall include a biography and pictures of the artist's work and all meetings with artist. The Featured Artist and Guest Artists would receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks and art transportation.
\$2,200

ARTIST RECRUITMENT, CURATION AND ART HANDLING

- Art Handling: Responsible for the handling of all artworks, transportation of all art, CITY will provide metal grids for hanging artworks, outdoor and indoor moveable walls.
- "Calling All Artists"—Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations and artists at large. Recruit and secure no more than 200 Artists with no more than two or three pieces of art per artist.
- Coordinate an informational artist recruitment orientation and or meetings with local school administrators and organizations to communicate all requirements of artists and art fest application submittals. Help recruit and secure no more than thirty (30) pop-up artist vendors.
- Curation of Art—Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with Curators and Artists on providing proper packaging of art for transportation. Coordinate artist check-in and artwork drop to include completion of all necessary waivers. Responsible for labeling and tagging of all artwork. Work collaboratively with CITY staff to conduct all sales of art. Responsible for the take down and proper storage of artwork.
\$25,000

PAINT & SIP

Provide a layout and proposal of the site with a list of recommended Artist instructors to be featured. This includes biography and pictures of the artist's work. All materials such as paint, brushes, canvases, tickets, and some collateral materials to produce a Paint & Sip, provide staff during and post. Working with assigned CITY staff for sales on tickets.
Consultant will provide Honorariums for Art Instructors.
\$2,200

SILENT AUCTION

Create bid sheets for each Silent Auction item. Setup display tables and ensure that the event activity run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners, ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as tags, special Silent Auction art related items, and some collateral materials and staff to produce a Silent Auction event will be provided. CITY will provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction.
Consultant will provide silent auction floor staffing.
\$2,000

"ARTIFACT" TROMPE L'OEI

Shall provide "Open Call" for installation make-up, industry artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 4-5 artists to create the live installation. Selected artists will be designated in areas throughout the festival grounds for a live competition. Consultant will provide collateral materials, recruitments, jury packets.
Consultant will provide Awards and staffing.
\$2,500

"ABSORPTION" FILM

Shall provide "Open Call" for emerging filmmakers. Recruit filmmakers will include a biography and pictures of the artist's work. Filmmakers will be selected. Film Artist will present body of their work. Set-up will include artist discussion during the festival. Consultant will provide materials, and staff.
Consultant will provide Honorarium
\$2,500

DONATIONS

Solicit potential sponsorships, and donations to help support SFS Art Fest event activities. Consultant will receive a 10% finders fees for any secured sponsorships.

Total Expenses Fees: \$46,500

2019 SFS ARTFEST Proposal

Budget

10.08.18

MONEY INCOME	
City SFS Budget	\$0
Art Sales	\$2,500
Silent Auction Income	\$1,500
Paint & Sip Tickets - 80 tickets @ \$40	\$3,200
Sponsorships	\$8,000
TOTAL PROJECTED INCOME	\$15,200

Income Expenses



COST TO PRODUCE

Income minus expenses - \$31,300

Income Minus Expenses
Consultant Fees
Projected Income

ART FESTIVAL EXPENSES

CONSULTANT FEES \$46,500

MARKETING & ADVERTISING

Collaborate and consult the CITY's Social Media Administrator through each Parties social media forums (i.e. Facebook, Twitter, and Instagram). Attend various art events/shows to promote and recruit participation, distribute of postcards, flyers, and networking.

\$2,800

DESIGN & MARKETING

Design for print and visual marketing materials. "Call to Artists" postcards, Flyer cards, Sponsorship brochure, Map Program, Design update of Website, Social Media Banners, Chamber ADs, Billboard, "Silent Auction" materials, "Paint & Sip" materials, "Artifact" Trompe l'oei materials, and Film "Absorption" materials.

\$2,300

PRINT COLLATERAL MATERIALS

Post Cards 10K, Flyers 4K, Posters 20 pc, Map Program 200 pc, Sponsorship Brochure 200 pc

\$2,200

DEDICATED WEBSITES

Manage and update applications for artists, vendors and sponsorships and marketing efforts - www.artcrawlfest.com

\$2,800

FEATURE & GUEST RECRUIT

Recruit and coordinate selection of one featured and one or two guest artists. Provide a proposal of recommended Artists. Shall include a biography and pictures of the artist's work and all meetings with artist. The Featured Artist and Guest Artists would receive a stipend provided by the CITY.

Consultant shall be solely responsible for the handling of all artworks, art transportation.

\$2,200

ARTIST RECRUITMENT, CURATION AND ART HANDLING

- Art Handling: Responsible for the handling of all artworks, transportation of all art, CITY will provide metal grids for hanging artworks, outdoor and indoor moveable walls.
 - "Calling All Artists"—Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations and artist at large. Recruit and secure no more than 200 Artists with no more than two or three pieces of art per artist.
 - Coordinate an informational artist recruitment orientation and or meetings with local school administrators and organizations to communicate all requirements of artists and art fest application submittals. Help recruit and secure no more than thirty (30) pop-up artist vendors.
 - Curation of Art—Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with Curators and Artists on providing proper packaging of art for transportation. Coordinate artist check-in and artwork drop to include completion of all necessary waivers. Responsible for labeling and tagging of all artwork. Work collaboratively with CITY staff to conduct all sales of art.
- Responsible for the take down and proper storage of artwork.

\$25,000

PAINT & SIP

Provide a layout and proposal of the site with a list of recommended Artist instructors to be featured. This includes biography and pictures of the artist's work. All materials such as paint, brushes, canvases, tickets, and some collateral materials to produce a Paint & Sip, provide staff during and post. Working with assign CITY staff for sales on tickets. *Consultant will provide Honorariums for Art Instructor.*

\$2,200

1

ART FESTIVAL EXPENSES

SILENT AUCTION

Create bid sheets for each Silent Auction item. Setup display tables and ensure that the event activity run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners, ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as, tags, special Silent Auction art related items, and some collateral materials and staff to produce a Silent Auction event will be provided. CITY will provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction. *Consultant will provide silent auction floor staffing.*

\$2,000

"ARTIFACT" TROMPE L'OEIL

Shall provide "Open Call" for installation make-up, industry artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 3-4 artists to create the live installation. Selected artists will be designated in areas throughout the festival grounds for a live competition. Consultant will provide collateral materials, recruitments, jury packets. *Consultant will provide Awards and staffing.*

\$2,500

"ABSORPTION" FILM

Shall provide "Open Call" for emerging filmmakers. Recruit filmmakers will include a biography and pictures of the artist's work. Filmmakers will be selected. Film Artist will present body of their work. Set-up will include artist discussion during the festival. Consultant will provide materials, and staff. *Consultant will provide Honorarium*

\$2,500

DONATIONS Solicit potential sponsorships, and donations to help support SFS Art Fest event activities. Consultant will receive a 10% finders fees for any secured sponsorships.

TOTAL EXPENSES

\$46,500



City of Santa Fe Springs

City Council Meeting

ITEM NO. 20A

November 8, 2018

PRESENTATION

Recognition of Cascade Pump Company 70th Anniversary

RECOMMENDATION:

The Mayor may wish to call upon Raelene Barraza, Public Affairs Assistant, to assist with this presentation.

BACKGROUND

Cascade Pump Company recently celebrated 70 years of business this past October. The Summerfield family started a pump manufacturing business in Los Angeles which was almost 10 years prior to the City of Santa Fe Springs' incorporation. Six years after moving their business to an unincorporated area on Norwalk Boulevard, Santa Fe Springs was incorporated and has prioritized being a pro-business community. They are a third-generation family-owned and operated business. Cascade Pump moved in 1980, and currently still operates their business at 10107 South Norwalk Boulevard. Cascade Pump Company has also been active members of the Santa Fe Springs Chamber of Commerce for 53 years.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a stylized flourish.

Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

November 8, 2018

PRESENTATION

Chamber of Commerce "Citizen of the Year" Presentations

RECOMMENDATION

The Mayor may wish to call upon Tammy Murray from Complete Landscape Care, Inc. and Citizen of the Year Chairperson to introduce the recipients.

BACKGROUND

The Chamber of Commerce has requested that they be given the opportunity to introduce this year's Citizen of the Year recipients. This year's Citizens of the Year are Manuel and Charlotte Zevallos, Residential Citizens of the Year, and Andy Enos of Enos Chiropractic Clinic, Business/Professional Citizen of the Year.

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 20C

November 8, 2018

PRESENTATION

Red Cross Learn to Swim Program - City of Santa Fe Springs Gold Provider Award Recognition

RECOMMENDATION

That the City Council call upon Red Cross representative, Zachary Tamayo, to present and recognize the City for the Learn to Swim Gold Provider Award.

BACKGROUND

The American Red Cross Learn to Swim program focuses on teaching the importance of water safety. This program aims to decrease the unintentional drowning rate while promoting a healthy lifestyle. The Learn to Swim Program improves the education and competency of participants in and around water.

This past year, over 15,000 Learn to Swim organizations were compared by the American Red Cross. Of these organizations, the City of Santa Fe Springs is being recognized with a Gold Provider Award for having reached over 1,000 participants in our Learn to Swim Program!

The Mayor may wish to call upon Red Cross Representative, Zachary Tamayo, to assist with the award presentation.

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

November 8, 2018

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

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

Applications Received: None

Recent Actions: Andrew Bojorquez to Youth Leadership Committee

Raymond R. Cruz
City Manager

Attachments:

Committee Lists

Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Vacant	(19)
Rounds	Sadie Calderon	(18)
	Vacant	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	(19)
Sarno	Vacant	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Jacqueline Martinez	(18)
	AJ Hayes	(18)
	Margaret Bustos*	(18)
	Debra Cabrera	(19)
	Kay Gomez	

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Miriam Herrera	
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Vacant	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

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 JUNE 30 OF
Moore	Laurie Rios	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Pauline Moore	6/30/2019
Sarno	Francis Carbajal	6/30/2019
Trujillo	AJ Hayes	6/30/2019

Committee Representatives

Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019

Council/Staff Representatives

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

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	Vacant	(19)
Zamora	Francis Carbajal	(19)
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Adrienne Matte	(20)
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Vacant	
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Rudy Lagarreta Jr.	(18)
	Vacant	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	(19)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

updated 10/17/17

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

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

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
Rounds	Vacant	
	Manny Zevallos	(18)
	Susan Johnston	(18)
	Jacqueline Martinez	(19)
	Vacant	
Sarno	Vacant	
	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	
	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	A.J. Hayes	(19)
	Marcella Obregon	(19)
	Debra Cabrera	(19)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

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

APPOINTED BY

NAME

Moore

Bryan Collins

Rounds

Johana Coca

Sarno

Alma Martinez

Trujillo

AJ Hayes

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Kharisma Ruiz	(20)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Vacant	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Vacant	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Andrew Bojorquez	(20)
	Vacant	(18)