



CITY OF SANTA FE SPRINGS
MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR
AGENCY, AND CITY COUNCIL
AGENDA

TUESDAY, JANUARY 14, 2025
AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

William K. Rounds, Mayor
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Councilmember
Juanita Martin, Councilmember
John M. Mora, Councilmember

CITY MANAGER
René Bobadilla, P.E.

CITY ATTORNEY
Rick Olivarez

CITY STAFF

Assistant City Manager
Fire Chief
Police Chief
Director of Community Services
Director of Finance
Director of Parks & Recreation
Director of Community Development
Director of Police Services
Director of Public Works
City Clerk

Nicholas Razo
Chad Van Meeteren
Aviv Bar
Maricela Balderas
Lana Dich
Gus Hernandez
Cuong Nguyen
Arlene Salazar
James Enriquez
Fernando N. Muñoz

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at City Hall – City Council Chambers, 11710 E. Telegraph Road, Santa Fe Springs, California. The meeting will be live streamed on the City's YouTube Channel and can be accessed on the City's website via the following link:

https://santafesprings.org/city_council/city_council_meetings/index.php

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.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Public Comments: 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 on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced. 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.

Council Meeting Start Times: If there is a closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 5:00 p.m. and open session shall start at 6:00 p.m. If there is no closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 6:00 p.m.

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

CALL TO ORDER**ROLL CALL****PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

At this time, the general public may address the City Council on closed session items *only*. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

1. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One Matter

(Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1))

CLOSED SESSION REPORT**REGULAR SESSION – BEGINNING AT 6:00 P.M.****INVOCATION****PLEDGE OF ALLEGIANCE****INTRODUCTIONS****PRESENTATIONS****2. RECOGNITION OF HOLIDAY HOME DECORATING WINNERS
(COMMUNITY SERVICES)****CHANGES TO AGENDA****PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS**

At this time, the general public may address the City Council on both non-agenda *and* non-public hearing agenda items. Comments relating to public hearing items will be heard during the public hearing. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**PUBLIC HEARING – NONE****OLD BUSINESS – NONE**

REGULAR BUSINESS

3. **RESOLUTION NOS. 9942 AND 9943 – RESOLUTIONS OF THE SANTA FE SPRINGS CITY COUNCIL, AMENDING CERTAIN RULES FOR ADVISORY COMMITTEES AND ESTABLISHING RULES FOR CITIZENS' OVERSIGHT COMMITTEE FOR MEASURE SFS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Resolution No. 9942; and
- 2) Approve Resolution No. 9943, establishing a Citizens' Oversight Committee; and
- 3) Take such additional, related action that may be desirable.

4. **APPOINTMENTS TO CITY COMMISSIONS/COMMITTEES, AND EXTERNAL ORGANIZATIONS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Review and make appointments to City commissions and committees as desired; and
- 2) Review and make appointments to City Council subcommittees as desired; and
- 3) Review and make appointments to external organizations as desired; and
- 4) Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

CITY COUNCIL

5. **MINUTES OF THE DECEMBER 2 AND 17, 2024 SPECIAL CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

6. **SECOND READING OF ORDINANCE NO. 1151 – AMENDING SECTIONS 32.33, 32.34, AND 32.36 OF CHAPTER 32 OF TITLE III, AND SECTION 38.45 OF CHAPTER 38 OF TITLE III OF THE CODE OF SANTA FE SPRINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1151:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 32.33, 32.34, AND 32.36 OF CHAPTER 32 (COMMISSIONS AND COMMITTEES) OF TITLE III, AND SECTION 38.45 OF CHAPTER 38 (CITY POLICIES) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO CITY COMMISSIONS AND COMMITTEES

- 2) Take such additional, related, action that may be desirable.

7. **ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE UPRR LOS NIETOS SUBDIVISION QUIET ZONE STUDY – AWARD OF CONTRACT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award Task Order No. 8 to JMDiaz Inc., of City of Industry, California for the UPRR Los Nietos Subdivision Quiet Zone Study in the amount of \$55,500; and
- 2) Authorize the City Manager to execute Task Order No. 8 for on-call professional engineering services with JMDiaz, Inc.; and
- 3) Appropriate \$55,500 from the Utility Users Tax (UUT) Capital Improvements Fund to fund the Task Order; and
- 4) Take such additional, related, action that may be desirable.

8. **TOWN CENTER HALL PAINTING AND FLOORING PROJECT – AWARD OF CONTRACT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to Restoration Unlimited of Santa Fe Springs, California in the amount of \$88,000.00 for the construction of the Town Center Hall Painting and Flooring Project and authorize the City Manager to execute the agreement; and
- 2) Take such additional, related, action that may be desirable.

9. **INTRODUCTION OF ORDINANCE NO. 1148 AMENDING CHAPTER 96 OF TITLE IX (STREETS AND SIDEWALKS) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO A STREET PAVEMENT CUT MORATORIUM (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1148: An Ordinance of the City of Santa Fe Springs Municipal Code relating to a Street Pavement Cut Moratorium; and
- 2) Take such additional, related, action that may be desirable.

10. APPROVE AGREEMENT WITH DANA SAFETY SUPPLY, INC. FOR VEHICLE EQUIPMENT AND INSTALLATION SERVICES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the attached agreement with Dana Safety Supply, Inc. (Dana) for vehicle equipment and installation services; and
- 2) Authorize the City Manager to approve a (1) year extension option, if needed; and
- 3) Take such additional, related, action that may be desirable.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.org; 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.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, City Clerk

SUBJECT: **RESOLUTION NOS. 9942 AND 9943 – RESOLUTIONS OF THE SANTA FE SPRINGS CITY COUNCIL, AMENDING CERTAIN RULES FOR ADVISORY COMMITTEES AND ESTABLISHING RULES FOR CITIZENS’ OVERSIGHT COMMITTEE FOR MEASURE SFS**

DATE: January 14, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve Resolution No. 9942; and
- 2) Approve Resolution No. 9943, establishing a Citizens’ Oversight Committee; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact anticipated with these amendments.

BACKGROUND

The City of Santa Fe Springs relies on various advisory committees to support city initiatives, provide recommendations, and foster public engagement. To align these bodies with the City's mission, values, and resource allocation, an evaluation of the current attendance policy and meeting frequency has been conducted. These amendments aim to offer greater flexibility for advisory committee members while optimizing the effectiveness of meetings.

ANALYSIS

At it's November 12, 2024, City Council meeting, the City Council approved Resolution No. 9936, which reduced the required number of meetings per year for advisory committees, reduced the roster sizes of certain committees, and increased the amount of allowed absences for advisory committees. The suggested amendments in Resolution No. 9942 aim to clean up additional details in regards to the meeting schedule for the Family and Human Services and Heritage Arts Advisory Committees which were accidentally omitted in Resolution No. 9936. Additional language was also included that allows for the incorporation of background checks for advisory committee members.

Resolution No. 9943 establishes a Citizen's Oversight Committee to provide oversight and recommendations regarding the expenditure of funds generated by the dedicated parcel tax ordinance ("Measure SFS"). The Committee will be composed of five members, two residents of the City and three owners (or representatives of owners) of property subject to the tax. The Committee will meet at least twice per year and review an annual report as required by Ordinance No. 1153. The Committee may make recommendations to the City Council as it deems necessary or useful regarding the expenditure of funds generated by the dedicated parcel tax.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon adoption, update commission and committee policies to reflect the new attendance and meeting frequency guidelines, and communicate these changes to all members. Additionally, these changes will become effective with the appointments of new terms in January 2025.

ATTACHMENT(S):

- A. Resolution No. 9942
- B. Resolution No. 9943

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

RESOLUTION NO. 9942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AFFIRMING CERTAIN EXISTING ADVISORY COMMITTEES, SETTING RULES FOR ADVISORY COMMITTEES, AND UPDATING PREVIOUS COMMITTEE BY-LAWS

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

SECTION 1. The City Council affirms the establishment of the following advisory committees to the City Council and sets forth the following provisions for each:

CITY OF SANTA FE SPRINGS FAMILY AND HUMAN SERVICES ADVISORY COMMITTEE

Purpose: The purpose of this Committee shall be to advise the City Council on human services needs that exist in the community and work with City staff on improving and developing social services programs. The purpose is also to evaluate existing services/programs and make recommendations as needed to improve services.

Membership: This Committee shall be comprised of no more than fifteen (15) members appointed by the City Council from a cross-section of eligible persons. Each City Council member shall have up to three (3) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires, except in the months of January, April, July, August, September, and December.

CITY OF SANTA FE SPRINGS PARKS & RECREATION ADVISORY COMMITTEE

Purpose: The purpose of this Committee shall be:

- To advise the City Council on the types of programs that would best meet the recreational needs of the people of all ages and interests.
- To provide more public participation in policy making as to parks and recreation programs and services, and facility/park operations.
- To evaluate the effectiveness of recreation programs and park facilities.
- To assist in policy formation regarding conservation, nature, open spaces, and cultural development.
- To provide cultural and educational events and activities, both with City facilities and other establishments (e.g., trips, concerts, plays, historical events, art shows).

Membership: This Committee shall be comprised of no more than twenty (20) members appointed by the City Council from a cross section of the various segments of the community. Each City Council Member shall have up to four (4) direct appointments. Seventeen of the members must be residents of the City.

Meeting Schedule: This Committee shall meet as business requires, except in the months of January, April, July, August, September, and December.

CITY OF SANTA FE SPRINGS SENIOR ADVISORY COMMITTEE

Purpose: The purpose of this Committee shall be to advise, plan, and conduct projects that will foster mutual understanding between the senior population of the City and the City Council in order to improve the well-being of the seniors in the City and the community at large.

Membership: The Committee shall be comprised of no more than twenty (20) members appointed by the City Council. Members must be 50 years of age or older. Each City Council Member shall have up to four (4) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires, except in the months of January, April, July, August, September, and December.

CITY OF SANTA FE SPRINGS YOUTH LEADERSHIP COMMITTEE

Purpose: The purpose of this Committee shall be to foster greater involvement of youth in the community and in municipal government. The Committee shall study problems, activities, and concerns of the youth population, especially as they relate to municipal programs or projects of the City and make recommendations to the City Council as needed.

Membership: The committee shall be comprised of no more than fifteen (15) members appointed by the City Council from a cross section of youth residing in or attending school in the City. Each City Council member shall have up to three (3) direct appointments. Committee members must be between the ages of 13 and 18 years of age during their terms. No more than two (2) immediate family members may participate on the Committee during any appointed term.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires, except in the months of January, April, July, September, and December.

CITY OF SANTA FE SPRINGS HISTORICAL AND COMMUNITY PRESERVATION ADVISORY COMMITTEE

Purpose: The purpose of this Committee shall be to serve the historical community and preservation needs of the community as follows:

(A) Historical:

- To collect factual data on the Native American, European and Spanish-Mexican history and culture as it is woven together into the fabric of Santa Fe Springs' daily life.
- To share these resources with the schools and citizens in order to supplement any curriculum that may need historical data concerning the Santa Fe Springs area.
- To chronicle and display the diverse cultural influences and impacts on the City and its population.

(B) Preservation:

- To prepare suggestions for policy determination by the City Council concerning preservation and beautification in the City.
- To recommend programs it deems advisable for recognizing individuals, groups, organizations, or companies that have improved or are working toward beautifying their homes, businesses, industries, property or area.
- To make recommendations for educational programs concerning City beautification to be conducted in the schools, service clubs, PTA groups, and other community organizations.

Membership: This Committee shall be comprised of no more than fifteen (15) members appointed by the City Council from a cross-section of eligible persons. Each City Council member shall have up to three (3) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires, except in the months of January, April, July, August, September, and December.

CITY OF SANTA FE SPRINGS HERITAGE ARTS ADVISORY COMMITTEE

Purpose: The purpose of this Committee shall be to review and make recommendations to the City Council relative to the acquisition of artwork for public places.

Membership: This Committee shall be comprised of no more than nine (9) voting and three (3) non-voting members (city staff) who may be reappointed at the discretion of the City Council. The members shall include the following unless otherwise directed by the City Council: a member of the Planning Commission; a member of the Chamber of Commerce and Industrial League; a member of the Historical and Community Preservation Advisory Committee; a member of the Family and Human Services Advisory Committee; a member directly appointed by a City Council member, with each City Council member being entitled to one direct appointment; the City Manager or designee, in a nonvoting capacity; the Director of Community Services or designee, in a nonvoting capacity; and the Director of Community Development or designee, in a nonvoting capacity.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires,

except in the months of January, April, July, August, September, and December.

SECTION 2. The following rules shall govern all advisory committees of the City, whether established by ordinance or resolution:

- A. All committees shall comply with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).
- B. All committees serve as advisory bodies to the City Council. The jurisdiction of each committee is limited to the purpose and duties set forth herein. Unless otherwise granted by the City Council, no committee shall have the power or authority to commit City funds.
- C. In January of each year, or the first meeting of each calendar year, each committee shall appoint a chairperson and a vice-chairperson to serve for a one-year period. The chairperson shall preside at committee meetings and represent the committee at various functions. The vice-chairperson shall assume the chairperson's duties in the absence of the chairperson.
- D. In the absence of both the chairperson and vice-chairperson at a meeting, the voting members of the committee shall select amongst themselves an acting chairperson for that meeting.
- E. Each committee may propose changes to its meeting schedule or governing rules, subject to approval by the City Council.
- F. Each committee member shall be entitled to one vote, except for emeritus members.
- G. The City Council may appoint any number of emeritus members to any committee. An emeritus member shall serve as a non-voting member of the committee.
- H. Each committee shall have a secretary, who shall be a member of City staff assigned that function. The duties of the secretary shall include: 1) preparing minutes for each meeting; 2) keeping an accurate record of attendance and notifying the City Clerk of absences that violate the City's code; 3) providing staff assistance as required for the conduct of the committee's business; and 4) acting as the principal staff advisor to the committee.
- I. Each committee shall report to the City Council as requested by the City Council.
- J. Each committee may establish one or more temporary subcommittees if deemed necessary or beneficial by that committee, so long as a subcommittee is composed solely of less than a quorum of the committee, serves a single or limited purpose, and is not perpetual. Such subcommittee will be deemed dissolved once its purpose is completed.

K. Each committee may require its members to undergo a comprehensive background evaluation prior to their appointment.

SECTION 3. This Resolution repeals and supersedes Resolution No. 9936 previously adopted by the City Council.

APPROVED and ADOPTED this 14th day of January, 2025 by the following roll call vote:

William K. Rounds, Mayor

ATTEST:

Fernando N. Muñoz, City Clerk

RESOLUTION NO. 9943

A RESOLUTION OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A CITIZENS' OVERSIGHT COMMITTEE FOR THE CITY OF SANTE FE SPRINGS ROADS DEDICATED PARCEL TAX ORDINANCE

WHEREAS, the City Council of the City of Santa Fe Springs has enacted a dedicated parcel tax pursuant to Ordinance No. 1153; and

WHEREAS, the City Council desires to establish a Citizens' Oversight Committee to provide oversight and recommendations regarding the expenditure of funds generated by the dedicated parcel tax; and

WHEREAS, the City Council believes that the establishment of a Citizens' Oversight Committee will enhance public trust and transparency in the expenditure of public funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY FINDS, DETERMINES, DECLARES, ORDERS AND RESOLVES AS FOLLOWS:

SECTION 1. Establishment of Citizens' Oversight Committee. The City Council hereby establishes a Citizens' Oversight Committee in connection with the dedicated parcel tax.

SECTION 2. Composition and Appointment. The Citizens' Oversight Committee shall be composed of five members. All members of the committee shall be appointed by the City Council. Two (2) of the members must be residents of the City of Santa Fe Springs. The other three (3) members must be owners (or representatives of owners) of property subject to the dedicated parcel tax or owners (or representatives of owners) of businesses located on such parcels. The City council shall consider the recommendation of the Sant Fe Springs Chamber of Commerce when appointing the three "owner" members, if such recommendations are provided to the City at or prior to the meeting of the City Council at which such appointments are made.

SECTION 3. Meetings. The Citizen's Oversight Committee shall meet at least twice per year. The chair of the Citizen's Oversight Committee may call additional meetings as the chair finds advisable.

SECTION 4. Duties. The Citizen's Oversight Committee shall review the annual report required by Section 35.154 of Ordinance No. 1153 and may make such recommendations to the City Council as it deems necessary or useful regarding the expenditure of funds generated by the dedicated parcel tax.

SECTION 5. Staff Support. Upon request of the Citizen's Oversight Committee, the Director of Finance and Administrative Services and the Director of Public Works shall make reasonable efforts to meet with the Citizens' Oversight Committee and to discuss prioritization of the work to be funded from the proceeds of the dedicated special tax.

SECTION 6. Reporting. The Citizens' Oversight Committee may, by a majority vote of its membership, choose to publish a report. If approved by a majority of the members, such report shall be published on the city's website.

SECTION 7. Enforcement. In the event the City Council, the Citizens' Oversight Committee, the city, any employee of the city, or any member of the City Council or the Citizens' Oversight Committee fails to take an action required by this Resolution, any court of competent jurisdiction may order the action be taken. However, such failure to act shall not:

- (i) invalidate the levy of any tax or the city's authority to levy any tax;
- (ii) in any way affect the ongoing collection of any tax;
- (iii) invalidate any expenditure of funds made pursuant to the Roads Dedicated Parcel Tax subchapter; or
- (iv) affect any contractual obligation assumed by the city.

SECTION 8. Term Limits. The following rules shall apply to the Citizens' Oversight Committee:

- A. The committee shall comply with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).
- B. The term of service for any individual appointed to a commission or committee shall be two years beginning in January 2025. Any individual appointed to fill an unexpired term shall serve for the unexpired portion of that term. All committee members shall continue in office until their successors are appointed.
- C. Beginning in January 2025, the committee shall appoint a chairperson and a vice-chairperson to serve for a 2-year period. The chairperson shall preside at committee meetings and represent the committee at various functions. The vice-chairperson shall assume the chairperson's duties in the absence of the chairperson.
- D. In the absence of both the chairperson and vice-chairperson at a meeting, the voting members of the committee shall select amongst themselves an acting chairperson for that meeting.

SECTION 9. Severability. If any provision of this Resolution is held to be invalid or unenforceable, such provision shall be struck from this Resolution and the remaining provisions shall remain in full force and effect.

ADOPTED, SIGNED AND APPROVED this 14th day of January, 2025, by the following vote:

AYES:

NOES:

APPROVED:
ITEM NO.:

ABSTAIN:

ABSENT:

William K. Rounds, Mayor

Fernando Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, City Clerk

SUBJECT: **APPOINTMENTS TO CITY COMMISSIONS/COMMITTEES, AND EXTERNAL ORGANIZATIONS**

DATE: January 14, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Review and make appointments to City commissions and committees as desired; and
- 2) Review and make appointments to City Council subcommittees as desired; and
- 3) Review and make appointments to external organizations as desired; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Each year following City Council reorganization, the City Council is presented with an opportunity to make appointments to City commissions and committees, City Council subcommittees, and external organizations.

City Committees and Commissions

Attachment A is a chart of City commissions and committees and their current membership. The City Council may review and revise or appoint additional members as indicated on the chart for a term of two years, from January 2025 until December 2026.

Council Subcommittees

Council subcommittees are created to discuss ongoing items under their jurisdiction which are standing committees or temporary specific to a topic and limited in duration, which are ad hoc committees. Subcommittees consist of no more than two Councilmembers. Attachment B is a chart of the subcommittees for 2024 for the City Council's review.

External Council Appointments

Attachment C is a chart of external organizations to which a Councilmember may be appointed as a delegate and another Councilmember as an alternate, as indicated in the chart. Certain external appointments require the Mayor to be appointed as delegate.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval, the City Clerk will finalize the rosters and mail reappointment letters to all confirmed committee members. Notifications will also be sent to external organizations informing them of the new Council representation.

ATTACHMENT(S):

- A. City Advisory Committees and Commissions
- B. 2024 City Council Subcommittees
- C. External Organizations

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Araceli Mead

AJ Hayes

Blake Carter

Personnel Advisory Board

Parks & Recreation

Blake Carter

Francis Carbajal

Planning Commission

Blake Carter

Christina Colon

Senior

Francis Carbajal

Gloria Maghame

Traffic Commission

Francis Carbajal

Youth Leadership (appointments in June 2025)

Citizens' Oversight Committee

Wendy Meador-Kunert (Chamber Nomination)

Jeff Hamilton (Chamber Nomination)

Stephane Wandel (Chamber Nomination)

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

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

Membership: 15 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Luis Collazo Vacant Vacant	
Zamora	Hilda Zamora* Marina Gurrola Mary Arias	
Mora	Vacant Sally Gaitan* Vacant	
Rodriguez	Elena Lopez* Mark Scoggins Gloria Maghame	
Martin	Vacant Vacant Vacant	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

Membership: 15 Residents Appointed by City Council
 5 Social Service Agency Representatives Appointed by the
 Committee

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Lisa Herrera Gilbert Aguirre Vacant	
Zamora	Francis Carbajal Gabriela Garcia Christina Colón	
Mora	Janie Aguirre Peggy Radoumis Dolores Duran	
Rodriguez	Adrianne Karnofel Elena Lopez* Vacant	
Martin	Vacant Vacant Karla Cardenas	

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

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

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Vacant	
Zamora	Hilda Zamora*	
Mora	Peggy Radoumis	
Rodriguez	Isabel Cervantes*	
Martin	Sally Gaitan*	

Committee Representatives

Family and Human Services Committee	Elena Lopez*
Historical & Comm. Preservation Committee	Gloria Maghame
Planning Commission	Gabriel Jimenez
Chamber of Commerce	Debbie Baker

Council/Staff Representatives

City Manager	René Bobadilla
Director of Community Services	Maricela Balderas
Director of Community Development	Cuong Nguyen

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	David (Kurt) Hamra Joe Avila Karla Cardenas Jeannette Lizarraga	
Zamora	Vacant Dani Cook Vacant Vacant	
Mora	Albert Martinez Lisa Herrera Mary Walsh Mark Scoggins	
Rodriguez	Priscilla Rodriguez Lisa Garcia Vacant Isabel Cervantes*	
Martin	Elizabeth Ford Andrea Lopez Nancy Krueger Mary Anderson	

**Indicates person currently serves on three committees*

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers
Qualifications: 18 Years of age, reside or active in the City
Membership: 5

APPOINTED BY		NAME
Rounds		David Ayala
Mora		Joseph Flores
Rodriguez		Isabel Cervantes*
Martin		Vacant
Zamora		Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Astrid Shesterkin Vacant Paul Nakamura Yoko Nakamura	
Zamora	Hilda Zamora* Josefina Lara Vacant Vacant	
Mora	Gilbert Aguirre Janie Aguirre Vacant Vacant	
Rodriguez	Vacant Vacant Vacant Vacant	
Martin	Dolores Duran Nancy Krueger Vacant Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

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

APPOINTED BY		NAME
Rounds		Sally Gaitan*
Mora		Johana Coca
Rodriguez		Felix Miranda
Martin		AJ Hayes
Zamora		Blake Carter

CITIZENS' OVERSIGHT COMMITTEE

Meets at least twice a year

Membership: 5 (2 members recommended by Council, 3 members recommended by SFS Chamber)

Requirements: Reside in the City (residents), own business in City (Chamber rep)

APPOINTED BY	NAME
Council Appointment	Vacant
Council Appointment	Vacant
SFS Chamber Appointment	Vacant
SFS Chamber Appointment	Vacant
SFS Chamber Appointment	Vacant

Ineligible Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Laurie Rios (until May 2025)

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Dolores Romero (until May 2025)

Planning Commission

Senior

Dolores Romero (until May 2025)

Johnny Hernandez (until May 2025)

Traffic Commission

Youth Leadership

2024 Council Sub-Committees		
NAME	TYPE	MEMBERS
Capital Improvements Projects	Standing	Rounds Rodriguez
Whittier PD Contract	Ad Hoc	Rounds Sarno

2025 External Organizations

Organization	Council Liaison	Staff Liaison	Meeting Day	Meeting Time	Stipend	Meeting Location
California Contract Cities Association	Martin	Vacant	3rd Wed	6:00pm	N/A	17315 Studebaker Rd, Suite 210, Cerritos, CA
Chamber Youth Enrichment Fund Board	Rounds	N/A	2nd Wed bi-month	1:00pm	N/A	Chamber Office
City Selection Committee (League of Cal Cities) (Mayor is Rep)	Mayor Alt - Martin		Quarterly	11:00am	N/A	Kenneth Hahn Hall of Administration
Gateway Cities Council of Governments	Zamora Alt - Martin	TBD	1st Wed	6:00pm	\$125.00 per mtg.	16401 Paramount, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Zamora	TBD	4th Wed	6:00pm	\$100.00 per mtg.	Gateway COG, 16401 Paramount Bl, Paramount
I-5 Consortium Policy Board	Martin Alt - Rounds	CM for Admin Meeting (2nd Wednesday)	4th Mon	2:00pm	\$150.00 per mtg.	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Joint Powers Insurance Authority	Martin Alt - Rounds	Vacant	3rd Wed in Jul	6:00pm Dinner 7:00pm Meeting	\$100.00 per mtg.	JPIA Offices, 8081 Moody, La Palma
LA CADA	Rodriguez Alt - N/A	TBD	Last Wed	6:15pm	N/A	Allen House, 10425 Painter Ave, SFS
League of California Cities	Mayor Alt - Martin	TBD	1st Thur	6:30pm	N/A	MWD Courtyard Café, 700 N. Alameda, LA
Sanitation District (Mayor is Rep)	Mayor Alt - Rounds	Vacant	4th Wed	1:30pm	\$125.00 per mtg.	1955 Workman Mill Rd, Whittier
SFHS Education Foundation	Rodriguez	TBD	Twice a year	Varies	N/A	SFHS
SASSFA	Rounds Alt - N/A	Maricela Balderas	4th Thur	12:00pm	N/A	10400 Pioneer Blvd. #9 SFS

REV: 1/8/2025

2025 External Organizations

Organization	Council Liaison	Staff Liaison	Meeting Day	Meeting Time	Stipend	Meeting Location
SEAACA	Rodriguez Alt - Martin	Dino Torres	3rd Thur	2:00pm	\$225.00 per mtg.	9777 SEAACA Way, Downey
Southeast Water Coalition Board	Zamora		1st Thur of every even mo.	6:30pm Dinner 7:00pm	\$150.00 per mtg.	City of Vernon City Hall
Southern California Association of Governments (SCAG)	Martin Alt - Zamora		Annual Meeting in May or June	May	N/A	900 Wilshire Blvd Ste. 1700 Los Angeles, CA 90017
Vector Control Appt can be for 2 or 4 yrs.	Rounds		Jan 2025 - Jan 2029		\$100.00 per mtg.	12545 Florence Ave SFS, CA 90670



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, City Clerk

SUBJECT: MINUTES OF THE DECEMBER 2 AND 17, 2024 SPECIAL CITY COUNCIL MEETINGS

DATE: January 14, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Special Council Meeting of December 2, 2024
- Special Council Meeting of December 17, 2024

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. December 2, 2024 Meeting Minutes
- B. December 17, 2024 Meeting Minutes

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

December 2, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 5:01 p.m.

ROLL CALL

Members present: Councilmembers Martin, Rodriguez, Mayor Pro Tem Rounds, and Mayor Sarno.

Members absent: Councilmember Zamora.

CITY COUNCIL

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

1. **CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: 13081 Telegraph Road (Assessor Parcel No. 8005-012-031)

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiating parties: HUGHES MARINO

Under negotiation: Price and Terms

2. **CLOSED SESSION**

CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager

Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Management and Confidential Employees' Association, and Santa Fe Springs Executive Management Association

Mayor Sarno recessed the meeting at 5:03 p.m.

Mayor Sarno reconvened the meeting at 5:27 p.m.

3. **CLOSED SESSION REPORT**

City Attorney, Rick Olivarez provided the following closed session report: Direction was given to staff and no reportable action was taken.

CONSENT AGENDA

4. RESIDENTIAL STREET IMPROVEMENTS 2024-2025 – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to Toro Enterprises, Inc., of Oxnard, California in the amount of \$6,059,065.00 for the construction of the Residential Street Improvements 2024-2025 Project and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 82 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$90,000; and
- 3) Take such additional, related action that may be desirable.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to award a construction contract to Toro Enterprises, Inc., of Oxnard, California in the amount of \$6,059,065.00 for the construction of the Residential Street Improvements 2024-2025 Project and authorize the City Manager to execute the agreement, authorize the City Manager to execute Task Order No. 82 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$90,000, and take such additional, related action that may be desirable, by the following vote:

Ayes:	Councilmembers Martin, Rodriguez, Mayor Pro Tem Rounds, and Mayor Sarno
Nays:	None
Absent:	Councilmember Zamora
Abstain:	None

ADJOURNMENT

Mayor Sarno adjourned the meeting at 5:28 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

December 17, 2024

CALL TO ORDER

Mayor Rounds called the meeting to order at 12:04 p.m.

ROLL CALL

Members present: Councilmembers Mora, Martin, Mayor Pro Tem Zamora, and Mayor Rounds.

Members absent: Councilmember Rodriguez.

CITY COUNCIL

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

REGULAR BUSINESS

1. **RESOLUTION NO. 9941 – RATIFYING, AUTHORIZING, AND APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 12131 TELEGRAPH ROAD, ASSESSOR PARCEL NUMBER (APN): 8005-012-031**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Resolution No. 9941 ratifying, authorizing, and approving the purchase of real property located at 12131 Telegraph Road (APN: 8005-012-031), in Santa Fe Springs, California ("Property"); and
- 2) Take such additional, related action that may be desirable.

City Manager, René Bobadilla provided a brief presentation on Item No. 1.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Marin, to approve Resolution No. 9941 ratifying, authorizing, and approving the purchase of real property located at 12131 Telegraph Road (APN: 8005-012-031), in Santa Fe Springs, California ("Property"), and take such additional, related action that may be desirable, by the following vote:

Minutes of the December 17, 2024 Special City Council Meetings

Ayes: Councilmembers Mora, Martin, Mayor Pro Tem Zamora, and Mayor Rounds
Nayes: None
Absent: Councilmember Rodriguez
Abstain: None

ADJOURNMENT

Mayor Rounds adjourned the meeting at 12:09 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, City Clerk

SUBJECT: SECOND READING OF ORDINANCE NO. 1151 – AMENDING SECTIONS 32.33, 32.34, AND 32.36 OF CHAPTER 32 OF TITLE III, AND SECTION 38.45 OF CHAPTER 38 OF TITLE III OF THE CODE OF SANTA FE SPRINGS

DATE: January 14, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1151:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 32.33, 32.34, AND 32.36 OF CHAPTER 32 (COMMISSIONS AND COMMITTEES) OF TITLE III, AND SECTION 38.45 OF CHAPTER 38 (CITY POLICIES) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO CITY COMMISSIONS AND COMMITTEES

- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact anticipated with these amendments. Indirectly, the reduction in meeting frequency may lead to cost savings related to staff time, meeting materials, and administrative overhead.

BACKGROUND

The City of Santa Fe Springs relies on various advisory committees to support city initiatives, provide recommendations, and foster public engagement. To align these bodies with the City's mission, values, and resource allocation, an evaluation of the current attendance policy and meeting frequency has been conducted. These

amendments aim to offer greater flexibility for advisory committee members while optimizing the effectiveness of meetings.

ANALYSIS

The proposed ordinance amendment addresses one primary area: attendance flexibility. The amendment increases the number of allowable absences for commission and committee members from three (3) to four (4) per calendar year. This change provides greater flexibility for members who may face occasional scheduling conflicts due to personal or professional obligations, while still maintaining their commitment to their roles. By adjusting the attendance policy, the City acknowledges the demands on members' time and promotes sustained engagement without penalizing minor, unavoidable absences.

ENVIRONMENTAL

N/A

DISCUSSION

The proposed amendment to the ordinance aims to improve the efficiency and flexibility of City commissions and committees by increasing the allowed absences from three to four per calendar year. By allowing members up to four absences, the City acknowledges the demands on members' time, promoting sustained engagement without rigid penalization for minor scheduling conflicts. These changes align with the City's mission to maximize operational efficiency, improve resource allocation, and maintain a balanced, productive approach to community engagement.

SUMMARY/NEXT STEPS

Upon adoption, update commission and committee policies to reflect the new attendance and meeting frequency guidelines, and communicate these changes to all members. Additionally, these changes will become effective with the appointments of new terms in January 2025.

ATTACHMENT(S):

A. Ordinance No. 1151

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

ORDINANCE NO. 1151

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 32.33, 32.34, AND 32.36 OF CHAPTER 32 (COMMISSIONS AND COMMITTEES) OF TITLE III, AND SECTION 38.45 OF CHAPTER 38 (CITY POLICIES) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO CITY COMMISSIONS AND COMMITTEES

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

SECTION 1. Section 32.33 (Appointments) of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby amended as follows:

§ 32.33 APPOINTMENTS.

Beginning in 2021, appointments to commissions and committees shall be made in January.

SECTION 2. Section 32.34 (Term) of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby amended as follows:

§ 32.34 TERM.

The term of service for any individual appointed to a commission or committee shall be two years beginning in January. Any individual appointed to fill an unexpired term shall serve for the unexpired portion of that term. All commission and committee members shall continue in office until their successors are appointed.

SECTION 3. Section 32.36 (Absences) of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby amended as follows:

§ 32.36 ABSENCES.

If an individual appointed to a commission or committee that meets on a monthly basis is absent from four meetings within a calendar year, or absent from four consecutive meetings, that individual shall be deemed to have resigned from the commission or committee. If an individual appointed to a commission or committee that meets on a quarterly basis is absent from two meetings within a year, that individual shall be deemed to have resigned from the commission or committee. An individual who has been deemed to have resigned from a commission or committee due to such absences will be eligible to re-apply to serve on that commission or committee no earlier than six months after such resignation.

SECTION 4. Section 38.45 (Heritage Arts Advisory Committee; Operations) of Chapter 38 of Title III of the Code of Santa Fe Springs is hereby amended as follows:

A. Subsection (A) of Section 38.45 is amended to read:

(A) The Heritage Arts Advisory Committee (HAAC) is hereby created as a committee appointed by the City Council to advise on the city's Heritage Artwork in Public Places Program. The HAAC shall consist of a maximum of nine voting and three non-voting members who may be reappointed at the discretion of the City Council and shall include the following unless otherwise directed by the City Council:

- (1) A member of the Planning Commission.
- (2) A member of the Chamber of Commerce and Industrial League.
- (3) A member of the Historical and Community Preservation Advisory Committee.
- (4) A member of the Family and Human Services Advisory Committee.
- (5) A member directly appointed by a City Council member, with each City Council member being entitled to one direct appointment.
- (6) The City Manager or designee, in a nonvoting capacity.
- (7) The Director of Community Services or designee, in a nonvoting capacity.
- (8) The Director of Community Development or designee, in a nonvoting capacity.

SECTION 5. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 6. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 7. 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.

ATTEST:

William K. Rounds, Mayor

Fernando Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

**SUBJECT: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE
UPRR LOS NIETOS SUBDIVISION QUIET ZONE STUDY – AWARD OF
CONTRACT**

DATE: January 14, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award Task Order No. 8 to JMDiaz Inc., of City of Industry, California for the UPRR Los Nietos Subdivision Quiet Zone Study in the amount of \$55,500; and
- 2) Authorize the City Manager to execute Task Order No. 8 for on-call professional engineering services with JMDiaz, Inc.; and
- 3) Appropriate \$55,500 from the Utility Users Tax (UUT) Capital Improvements Fund to fund the Task Order; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The proposed study was not anticipated during the adoption of the Fiscal Year 2024-25 Budget adoption. The study is proposed in response to numerous complaints received relating to train horns blowing. Therefore, it is recommended that the City Council appropriate \$55,500 from the Utility Users Tax (UUT) Capital Improvements Fund to pay for the cost of the study.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 14, 2025
On-Call Professional Engineering Services for the UPRR Los Nietos Subdivision
Quiet Zone Study – Award of Contract
Page 2 of 3

BACKGROUND

In 2005, JMDiaz Inc. (JMDiaz) completed a similar study for the subject railroad corridor. That study concluded that approximately \$2.5 million in improvements were required to existing at-grade railroad crossings to qualify for a quiet zone. At that time, the city decided not to pursue implementation of a quiet zone.

The city recently received inquiries from multiple residents in the area of Florence Avenue and Pioneer Boulevard regarding a potential quiet zone along the subject railroad corridor. Staff met with JMDiaz to discuss the previously completed study and a scope and fee for updating the study.

ANALYSIS

The proposed study will investigate the probability of implementing a quiet zone along the UPRR Los Nietos Subdivision rail corridor. The study is the first step in implementing a quiet zone and will identify the types and cost of improvements that may be necessary at the existing at-grade rail crossings to qualify for a quiet zone. Based on the findings of the study, staff will, at a later date, make recommendations to the City Council in regard to moving forward with a project to implement a quiet zone and seek the appropriate state and federal agency approvals for a quiet zone. Applications for a quiet zone to the Federal Railroad Administration (FRA) are coordinated through the California Public Utilities Commission (CPUC). Information regarding the application process for a quiet zone for both agencies is included in Attachment C and Attachment D, respectively.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will coordinate with JMDiaz, Inc., on the delivery of the quiet zone study. Staff anticipates the study will be completed in 3 to 6 months.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 14, 2025
On-Call Professional Engineering Services for the UPRR Los Nietos Subdivision
Quiet Zone Study – Award of Contract
Page 3 of 3

ATTACHMENTS:

- A. JMD Fee Proposal
- B. Task Order No. 8
- C. FRA Guide to the Quiet Zone Establishment Process
- D. CPUC Information on Quiet Zones

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



December 5, 2024

Mr. Robert Garcia
Assistant Director of Public Works
Public Works Department
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

2024.1112.0084.00

**Subject: Proposal to Provide Professional Engineering Services for the
Los Nietos Subdivision Quiet Zone Study in Santa Fe Springs, CA**

Dear Mr. Garcia:

JMDiaz, Inc. (JMD) is pleased to submit this proposal to provide professional engineering services for UPRR's Los Nietos Subdivision Quiet Zone (QZ) Study, in Santa Fe Springs, California.

Our scope of services described below has been tailored to meet the requirements based on our meeting held September 9, 2024, and includes a brief description of our proposed scope of services, fee and schedule.

Background

The City of Santa Fe Springs hired JMD in 2005 to conduct a QZ Study along the Union Pacific Railroad (UPRR) Corridor in the City of Santa Fe Springs. At that time, the QZ Study analyzed at five at-grade crossings along the corridor. During this time, the community raised noise and air quality issues related to the Los Nietos Yard which needed attention.

Currently, the City wishes to verify whether the same crossing improvements identified in 2005 continue to meet quiet zone status should the City decide to proceed with the QZ improvements.

Scope of Services

JMD has developed the following scope of services to update the quiet zone study and verify QZ improvements along UPRR's railroad corridor consisting of the following crossings:

1. Pioneer Boulevard (North)
2. Los Nietos Road
3. Los Nietos Yard
4. Smith Avenue
5. Pioneer Boulevard (South)
6. Florence Avenue

The scope of services in this proposal consisting of tasks, fee and schedule apply to Phase 1 (Quiet Zone Assessment) of the subject project. Subsequent phases are outlined in this proposal but are not included in the fee with the understanding that such services will be added, and possibly modified, at a future date and that the corresponding fee will be increased accordingly.



Mr. Robert Garcia
December 5, 2024
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Phase 1 – Quiet Zone Assessment

Task 1.1 – Project Management, Meetings and Coordination (assumes three meetings)

JMD will manage the project and hold up to three (3) meetings with the City, including coordination activities. One of the meetings will be a field diagnostic meeting to occur prior to the completion of Task 1.6. The field diagnostic meeting will include the City, California Public Utilities Commission (CPUC) and UPRR.

Task 1.2 – Research, Data Collection and Field Review

JMD will gather available data consisting of correspondence, studies, plans and CAD files related to the existing conditions at the six at-grade crossings along UPRR's railroad corridor. JMD assumes that current information, such as as-built plans and other data, will be made available by the City at no cost to JMD. JMD will conduct reconnaissance efforts to verify and update existing crossing information.

Task 1.3 – Quiet Zone Risk Index

JMD will calculate the quiet zone risk index (QZRI) of the existing conditions at the subject crossings utilizing the Federal Railroad Administration (FRA) calculator. Depending on the results, JMD will calculate QZRI's for a maximum of two (2) proposed scenarios at the subject crossings.

Task 1.4 – Conceptual Plans

JMD will update previous conceptual plans for five crossings with data obtained in Task 1.2. A new conceptual plan will be prepared for the Los Nietos Yard to identify necessary track and yard improvements including a possible perimeter wall or soundwall to deter yard smoke or noise, respectively.

Task 1.5 – Conceptual Cost Estimate

JMD will update the previous conceptual cost estimates to reflect current unit prices and add markups for escalation and contingencies

Task 1.6 – Draft Quiet Zone Assessment

JMD will prepare a draft and concise quiet zone study update in technical memorandum format outlining the existing and proposed improvements (i.e., active warning device protection, supplemental safety measures, etc.), project requirements, process, anticipated stakeholder requirements, permitting requirements, estimate of probable construction costs and the anticipated project schedule.

Task 1.7 – Final Quiet Zone Assessment

Following agency review, JMD revise the draft quiet zone assessment in Task 1.6 and address comments received from the City during draft Quiet Zone assessment review and during completion of Task 1.8.

Task 1.8 – Public Meetings/Presentations

Upon completion of Task 2.3 and confirmation that the required quiet zone improvements are feasible, JMD can assist the City to present the proposed concepts to local community stakeholders. This task assumes the preparation of graphics and a PowerPoint presentation for possible presentation to City Council.



Mr. Robert Garcia
December 5, 2024
Page 3

Deliverable(s):

JMD will prepare a technical memorandum with conceptual exhibits of the existing and proposed grade crossing improvements at Pioneer Boulevard (North), Los Nietos Road, Los Nietos Yard, Smith Avenue, Pioneer Boulevard (South) and Florence Avenue.

Phase 2 – Preliminary Engineering (Optional Future Tasks)

Task 2.1 – Right of Entry Permit (ROE) Application

Upon request by the City of Santa Fe Springs and following the approval of the quiet zone assessment in Task 4, JMD can prepare a Right of Entry (ROE) permit application required to allow the JMD Team to enter the UPRR corridor to conduct field activities within 25 feet from the nearest track. The cost for necessary flagging and obtaining Railroad Protective Liability Insurance (RLPI) is not included in this proposal.

Task 2.2 – Preliminary Design

Upon request by the City, JMD can prepare preliminary design in AutoCad illustrating the proposed grade crossing improvements at a 40:1 scale. The grade crossing plans will include the proposed grade crossing warning devices, crossing panel improvements, railroad signal equipment, roadway and sidewalk improvements.

Task 2.3 – Diagnostic Meeting/Agency Review

Upon request by the City, JMD can schedule a diagnostic meeting with the City, UPRR and CPUC to evaluate and discuss existing conditions and proposed improvements. The diagnostic meeting presents the preliminary design plans to all parties for the purpose of obtaining input from all rail entities prior to beginning the final design effort. The diagnostic meeting serves as the basis for the proposed improvements and initiates the agency review process.

Task 2.4 – Public Meetings/Presentations

Upon completion of Task 2.3 and confirmation that the required quiet zone improvements are feasible, JMD can assist the City to present the proposed concepts to local community stakeholders. This task assumes the preparation of graphics and a PowerPoint presentation for possible presentation to City Council.

Phase 3 – Final Engineering (Optional Future Tasks)

Task 3.1 – Final Design (ROE) Application

Upon request by the City, JMD can prepare the final design plans, specifications and estimates (PS&E) following the agency review period. The PS&E package would address the comments generated by the reviewing entities in Tasks 2.3 and 2.4. Field surveying and mapping will be provided by our subconsultant, Coast Surveying, Inc. (CSI).

Task 3.2 – Easement/License Coordination

Upon request by the City, JMD can coordinate with UPRR in the preparation of easements or licenses required for new improvements to be constructed within UPRR property. The easements or licenses are assumed to be prepared and executed by UPRR.



Mr. Robert Garcia
December 5, 2024
Page 4

Task 3.3 – Construction and Maintenance (C&M) Agreement

Upon request by the City, JMD can prepare a construction and maintenance (C&M) agreement defining the roles and responsibilities of the City and UPRR, if any. The C&M agreement will define payment responsibilities for construction of the grade crossing improvements and require an estimate for railroad signal improvements to be prepared by UPRR.

Task 3.4 – CPUC Application

Upon request by the City, JMD can prepare one (1) application to be submitted to the CPUC for the proposed grade crossing modifications. There are two types of applications that can be prepared depending on the extents of the improvements. The preparation of a CPUC application would cover the ultimate (i.e., permanent) improvements and not interim improvements during construction.

Due to the current uncertainty regarding the extents of the proposed crossing improvements, this optional task assumes a long form application will be required. The long form application includes three exhibits detailing the proposed improvements and may include the redefinition of the existing grade crossing boundaries. A legal description for each modified crossing would be included in the application to the CPUC. Necessary legal descriptions, one per crossing, will be prepared by our surveying subconsultant, CSI.

Phase 4 – Construction (Optional Future Tasks)

Task 4.1 – Design Support During Construction

Upon request by the City, JMD can provide design support during construction including responding to requests for information (RFI's), shop drawings, etc. JMD can also prepare as-built plans following construction completion.

Schedule

Once given a Notice to Proceed, JMD anticipates that the major project tasks for Phase 1 will be completed as follows:

Phase 1 - Schedule

Task	Duration (Weeks)									
	1	2	3	4	5	6	7	8	9	10
Research, Data Collection and Field Review										
Quiet Zone Risk Index										
Draft Conceptual Plans										
Draft Quiet Zone Assessment										
Agency Review										
Final Quiet Zone Assessment										
Public Meetings/Presentations										

* May vary depending on required agency review time.



Mr. Robert Garcia
December 5, 2024
Page 5

Fee*

JMD will perform the Scope of Services outlined below for the following amounts on a lump sum basis by task as follows:

Task 1.1 – Project Management, Meetings and Coordination (assumes one meeting)	\$	7,840.00
Task 1.2 – Research, Data Collection and Field Review	\$	6,680.00
Task 1.3 – Quiet Zone Risk Index	\$	5,880.00
Task 1.4 – Conceptual Plans	\$	9,980.00
Task 1.5 – Conceptual Cost Estimates	\$	7,600.00
Task 1.6 – Draft Quiet Zone Assessment	\$	7,860.00
Task 1.7 – Final Quiet Zone Assessment	\$	4,440.00
Task 1.8 – Public Meetings/Presentations	\$	4,200.00
Other Direct Costs	\$	1,020.00
TOTAL	\$	55,500.00

* The above estimate includes labor, overhead and related direct costs and developed with the assumptions listed below.

Assumptions

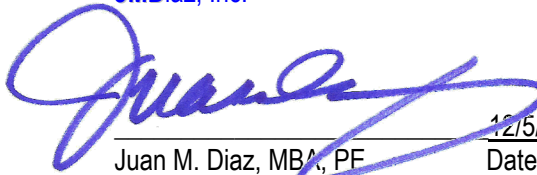
- ☐ Assumes three (3) meetings during Phase 1.
- ☐ Additional meetings will be required during subsequent phases
- ☐ See attached fee proposal for additional assumptions.
- ☐ Tasks in Phase 2 through 4 are contingent on the results of Phase 1.
- ☐ Assumes prompt (within 30 days) payment of invoices.

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these services to the **City of Santa Fe Springs** and look forward to your favorable reply. Should you have any questions, please call me at (626) 820-1137, ext. 1201.

Sincerely,

JMDiaz, Inc.



Juan M. Diaz, MBA, PE
President/CEO

12/5/2024

Date

Agreed by,

City of Santa Fe Springs

Name

Date

JMD/jf

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cc: James Enriquez, City of Santa Fe Springs



Cost Summary^{a-b}

Los Nietos Subdivision Quiet Zone Study Update

Santa Fe Springs, CA

Submitted by: JMD

12/5/2024

JMDiaz, Inc.

18645 East Gale Avenue, Suite 212

City of Industry, CA 91748

(626) 820-1137 ph

TASK	DESCRIPTION	PIC/ PROJ MANAGER	QA/QC MANAGER	SR PROJECT ENGINEER - TRAFFIC	SR PROJECT ENGINEER - CIVIL	ANALYST	SR DESIGN ENGINEER	DESIGN ENGINEER	INTERN	CLERICAL	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
Phase 1 - Quiet Zone Assessment Update														
1.1	Project Management/Meetings/Coordination (assumes 3 meetings)	20	0	4	4	4	4	4	4	20	64	\$280	\$8,120	* Deliveries/Mileage/Reproduction
1.2	Research/Data Collection/Field Review	4	0	4	4	8	16	16	4	4	60	\$320	\$7,000	* Deliveries/Mileage/Reproduction
1.3	Quiet Zone Risk Index	4	4	4	4	8	8	8	4	4	48	\$0	\$5,880	
1.4	Conceptual Plans	2	4	4	4	8	20	40	12	4	98	\$0	\$9,980	
1.5	Conceptual Cost Estimates	12	4	4	4	8	8	8	8	4	60	\$0	\$7,600	
1.6	Draft Quiet Zone Assessment	8	4	4	4	12	12	10	8	2	64	\$110	\$7,970	* Deliveries/Mileage/Reproduction
1.7	Final Quiet Zone Assessment	4	4	4	4	4	4	4	4	2	34	\$110	\$4,550	* Deliveries/Mileage/Reproduction
1.8	Public Meetings/Presentations (upto 3 meetings)	8	0	4	4	8	0	0	0	4	28	\$200	\$4,400	* Deliveries/Mileage/Reproduction
Phase 2 - Preliminary Engineering														
2.1	Right-of-Entry Permit (ROE) Application (Optional)													To Be Determined (TBD)
2.2	Preliminary Design (Optional)													TBD
2.3	Diagnostic Meeting/Agency Review (Optional)													TBD
2.4	Public Meetings/Presentations (Optional)													TBD
Phase 3 - Final Engineering														
3.1	Final Design (Optional)													TBD
3.2	Easement/License Coordination (Optional)													TBD
3.3	Construction and Maintenance (C&M) Agreement (Optional)													TBD
3.4	CPUC Application (Optional)													TBD
Task 4 - QZ Implementation (Optional Future Task)														
4.1	Design Support During Construction (Optional)													TBD
TOTAL ESTIMATED LABOR HOURS		62	20	32	32	60	72	90	44	44	456	1020	\$ 55,500	
TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONS)													\$ 55,500	

Notes:

a Assumes 5% annual escalation to occur on January 1 without adjusting the total budget..

b This fee proposal consists of Phase 1 tasks.

Cost Summary

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 8**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and JMDiaz, Inc. (CONSULTANT), Task Order No. 8 – for Engineering Design Services for UPRR’s Los Nietos Subdivision Quiet Zone (QZ) Study, in Santa Fe Springs, California.

Authorized Representative: **James Enriquez, P.E., Director of Public Works**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

JMDiaz, INC.:
Authorized Representative: **Juan M. Diaz, P.E., President/CEO**
Address: 18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
Telephone No.: (626) 820-1137

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires design services for UPRR’s Los Nietos Subdivision Quiet Zone (QZ) Study, in Santa Fe Springs, California.

The following is the scope of work, schedule, and fee.

JMD has developed the following scope of services to update the quiet zone study and verify QZ improvements along UPRR’s railroad corridor consisting of the following crossings:

1. Pioneer Boulevard (North)
2. Los Nietos Road
3. Los Nietos Yard
4. Smith Avenue
5. Pioneer Boulevard (South)
6. Florence Avenue

The scope of services in this proposal consisting of tasks, fee and schedule apply to Phase 1 (Quiet Zone Assessment) of the subject project. Subsequent phases are outlined in this proposal but are not included in the fee with the understanding that such services will be added, and possibly modified, at a future date and that the corresponding fee will be increased accordingly.

The scope of services will be in accordance with the attached JMD Proposal dated December 5, 2024.

APPROXIMATE DESIGN SCHEDULE

Once given a Notice to Proceed, JMD anticipates that the major project tasks for Phase 1 will be completed as follows:

Phase 1 - Schedule

Task	Duration (Weeks)									
	1	2	3	4	5	6	7	8	9	10
Research, Data Collection and Field Review										
Quiet Zone Risk Index										
Draft Conceptual Plans										
Draft Quiet Zone Assessment										
Agency Review										
Final Quiet Zone Assessment										
Public Meetings/Presentations										

* May vary depending on required agency review time.

The design schedule will be in accordance with the attached JMD Proposal dated December 5, 2024.

FEE: The Design Services for UPRR's Los Nietos Subdivision Quiet Zone (QZ) Study, in Santa Fe Springs, California is based on a fee of \$55,500.00 in accordance with the attached Fee Proposal dated December 5, 2024.

ACCEPTANCE of the terms of Task Order No. 8 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
JMDIAZ Inc,

René Bobadilla P.E.,
City Manager

Juan M. Diaz, P.E.,
President/ CEO

Date

Date

Juan M. Diaz, P.E.,
Chief Financial Officer

Date

December 5, 2024

Mr. Robert Garcia
Assistant Director of Public Works
Public Works Department
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

2024.1112.0084.00

**Subject: Proposal to Provide Professional Engineering Services for the
Los Nietos Subdivision Quiet Zone Study in Santa Fe Springs, CA**

Dear Mr. Garcia:

JMDiaz, Inc. (JMD) is pleased to submit this proposal to provide professional engineering services for UPRR's Los Nietos Subdivision Quiet Zone (QZ) Study, in Santa Fe Springs, California.

Our scope of services described below has been tailored to meet the requirements based on our meeting held September 9, 2024, and includes a brief description of our proposed scope of services, fee and schedule.

Background

The City of Santa Fe Springs hired JMD in 2005 to conduct a QZ Study along the Union Pacific Railroad (UPRR) Corridor in the City of Santa Fe Springs. At that time, the QZ Study analyzed at five at-grade crossings along the corridor. During this time, the community raised noise and air quality issues related to the Los Nietos Yard which needed attention.

Currently, the City wishes to verify whether the same crossing improvements identified in 2005 continue to meet quiet zone status should the City decide to proceed with the QZ improvements.

Scope of Services

JMD has developed the following scope of services to update the quiet zone study and verify QZ improvements along UPRR's railroad corridor consisting of the following crossings:

1. Pioneer Boulevard (North)
2. Los Nietos Road
3. Los Nietos Yard
4. Smith Avenue
5. Pioneer Boulevard (South)
6. Florence Avenue

The scope of services in this proposal consisting of tasks, fee and schedule apply to Phase 1 (Quiet Zone Assessment) of the subject project. Subsequent phases are outlined in this proposal but are not included in the fee with the understanding that such services will be added, and possibly modified, at a future date and that the corresponding fee will be increased accordingly.



Mr. Robert Garcia
December 5, 2024
Page 2

Phase 1 – Quiet Zone Assessment

Task 1.1 – Project Management, Meetings and Coordination (assumes three meetings)

JMD will manage the project and hold up to three (3) meetings with the City, including coordination activities. One of the meetings will be a field diagnostic meeting to occur prior to the completion of Task 1.6. The field diagnostic meeting will include the City, California Public Utilities Commission (CPUC) and UPRR.

Task 1.2 – Research, Data Collection and Field Review

JMD will gather available data consisting of correspondence, studies, plans and CAD files related to the existing conditions at the six at-grade crossings along UPRR's railroad corridor. JMD assumes that current information, such as as-built plans and other data, will be made available by the City at no cost to JMD. JMD will conduct reconnaissance efforts to verify and update existing crossing information.

Task 1.3 – Quiet Zone Risk Index

JMD will calculate the quiet zone risk index (QZRI) of the existing conditions at the subject crossings utilizing the Federal Railroad Administration (FRA) calculator. Depending on the results, JMD will calculate QZRI's for a maximum of two (2) proposed scenarios at the subject crossings.

Task 1.4 – Conceptual Plans

JMD will update previous conceptual plans for five crossings with data obtained in Task 1.2. A new conceptual plan will be prepared for the Los Nietos Yard to identify necessary track and yard improvements including a possible perimeter wall or soundwall to deter yard smoke or noise, respectively.

Task 1.5 – Conceptual Cost Estimate

JMD will update the previous conceptual cost estimates to reflect current unit prices and add markups for escalation and contingencies

Task 1.6 – Draft Quiet Zone Assessment

JMD will prepare a draft and concise quiet zone study update in technical memorandum format outlining the existing and proposed improvements (i.e., active warning device protection, supplemental safety measures, etc.), project requirements, process, anticipated stakeholder requirements, permitting requirements, estimate of probable construction costs and the anticipated project schedule.

Task 1.7 – Final Quiet Zone Assessment

Following agency review, JMD revise the draft quiet zone assessment in Task 1.6 and address comments received from the City during draft Quiet Zone assessment review and during completion of Task 1.8.

Task 1.8 – Public Meetings/Presentations

Upon completion of Task 2.3 and confirmation that the required quiet zone improvements are feasible, JMD can assist the City to present the proposed concepts to local community stakeholders. This task assumes the preparation of graphics and a PowerPoint presentation for possible presentation to City Council.



Mr. Robert Garcia
December 5, 2024
Page 3

Deliverable(s):

JMD will prepare a technical memorandum with conceptual exhibits of the existing and proposed grade crossing improvements at Pioneer Boulevard (North), Los Nietos Road, Los Nietos Yard, Smith Avenue, Pioneer Boulevard (South) and Florence Avenue.

Phase 2 – Preliminary Engineering (Optional Future Tasks)

Task 2.1 – Right of Entry Permit (ROE) Application

Upon request by the City of Santa Fe Springs and following the approval of the quiet zone assessment in Task 4, JMD can prepare a Right of Entry (ROE) permit application required to allow the JMD Team to enter the UPRR corridor to conduct field activities within 25 feet from the nearest track. The cost for necessary flagging and obtaining Railroad Protective Liability Insurance (RLPI) is not included in this proposal.

Task 2.2 – Preliminary Design

Upon request by the City, JMD can prepare preliminary design in AutoCad illustrating the proposed grade crossing improvements at a 40:1 scale. The grade crossing plans will include the proposed grade crossing warning devices, crossing panel improvements, railroad signal equipment, roadway and sidewalk improvements.

Task 2.3 – Diagnostic Meeting/Agency Review

Upon request by the City, JMD can schedule a diagnostic meeting with the City, UPRR and CPUC to evaluate and discuss existing conditions and proposed improvements. The diagnostic meeting presents the preliminary design plans to all parties for the purpose of obtaining input from all rail entities prior to beginning the final design effort. The diagnostic meeting serves as the basis for the proposed improvements and initiates the agency review process.

Task 2.4 – Public Meetings/Presentations

Upon completion of Task 2.3 and confirmation that the required quiet zone improvements are feasible, JMD can assist the City to present the proposed concepts to local community stakeholders. This task assumes the preparation of graphics and a PowerPoint presentation for possible presentation to City Council.

Phase 3 – Final Engineering (Optional Future Tasks)

Task 3.1 – Final Design (ROE) Application

Upon request by the City, JMD can prepare the final design plans, specifications and estimates (PS&E) following the agency review period. The PS&E package would address the comments generated by the reviewing entities in Tasks 2.3 and 2.4. Field surveying and mapping will be provided by our subconsultant, Coast Surveying, Inc. (CSI).

Task 3.2 – Easement/License Coordination

Upon request by the City, JMD can coordinate with UPRR in the preparation of easements or licenses required for new improvements to be constructed within UPRR property. The easements or licenses are assumed to be prepared and executed by UPRR.



Mr. Robert Garcia
December 5, 2024
Page 4

Task 3.3 – Construction and Maintenance (C&M) Agreement

Upon request by the City, JMD can prepare a construction and maintenance (C&M) agreement defining the roles and responsibilities of the City and UPRR, if any. The C&M agreement will define payment responsibilities for construction of the grade crossing improvements and require an estimate for railroad signal improvements to be prepared by UPRR.

Task 3.4 – CPUC Application

Upon request by the City, JMD can prepare one (1) application to be submitted to the CPUC for the proposed grade crossing modifications. There are two types of applications that can be prepared depending on the extents of the improvements. The preparation of a CPUC application would cover the ultimate (i.e., permanent) improvements and not interim improvements during construction.

Due to the current uncertainty regarding the extents of the proposed crossing improvements, this optional task assumes a long form application will be required. The long form application includes three exhibits detailing the proposed improvements and may include the redefinition of the existing grade crossing boundaries. A legal description for each modified crossing would be included in the application to the CPUC. Necessary legal descriptions, one per crossing, will be prepared by our surveying subconsultant, CSI.

Phase 4 – Construction (Optional Future Tasks)

Task 4.1 – Design Support During Construction

Upon request by the City, JMD can provide design support during construction including responding to requests for information (RFI's), shop drawings, etc. JMD can also prepare as-built plans following construction completion.

Schedule

Once given a Notice to Proceed, JMD anticipates that the major project tasks for Phase 1 will be completed as follows:

Phase 1 - Schedule

Task	Duration (Weeks)									
	1	2	3	4	5	6	7	8	9	10
Research, Data Collection and Field Review										
Quiet Zone Risk Index										
Draft Conceptual Plans										
Draft Quiet Zone Assessment										
Agency Review										
Final Quiet Zone Assessment										
Public Meetings/Presentations										

* May vary depending on required agency review time.



Mr. Robert Garcia
December 5, 2024
Page 5

Fee*

JMD will perform the Scope of Services outlined below for the following amounts on a lump sum basis by task as follows:

Task 1.1 – Project Management, Meetings and Coordination (assumes one meeting)	\$ 7,840.00
Task 1.2 – Research, Data Collection and Field Review	\$ 6,680.00
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Task 1.4 – Conceptual Plans	\$ 9,980.00
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Task 1.6 – Draft Quiet Zone Assessment	\$ 7,860.00
Task 1.7 – Final Quiet Zone Assessment	\$ 4,440.00
Task 1.8 – Public Meetings/Presentations	\$ 4,200.00
Other Direct Costs	\$ 1,020.00
TOTAL	\$ 55,500.00

* The above estimate includes labor, overhead and related direct costs and developed with the assumptions listed below.

Assumptions

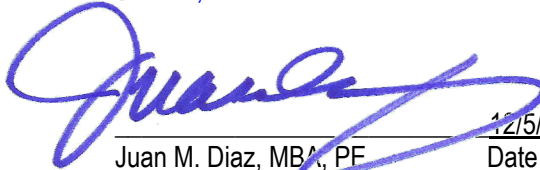
- ☐ Assumes three (3) meetings during Phase 1.
- ☐ Additional meetings will be required during subsequent phases
- ☐ See attached fee proposal for additional assumptions.
- ☐ Tasks in Phase 2 through 4 are contingent on the results of Phase 1.
- ☐ Assumes prompt (within 30 days) payment of invoices.

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these services to the **City of Santa Fe Springs** and look forward to your favorable reply. Should you have any questions, please call me at (626) 820-1137, ext. 1201.

Sincerely,

JMDiaz, Inc.



Juan M. Diaz, MBA, PE
President/CEO

12/5/2024

Date

Agreed by,

City of Santa Fe Springs

Name

Date

JMD/jf

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cc: James Enriquez, City of Santa Fe Springs



Cost Summary^{a-b}

Los Nietos Subdivision Quiet Zone Study Update

Santa Fe Springs, CA

Submitted by: JMD

12/5/2024

JMDiaz, Inc.

18645 East Gale Avenue, Suite 212

City of Industry, CA 91748

(626) 820-1137 ph

TASK	DESCRIPTION	PIC/ PROJ MANAGER	QA/QC MANAGER	SR PROJECT ENGINEER - TRAFFIC	SR PROJECT ENGINEER - CIVIL	ANALYST	SR DESIGN ENGINEER	DESIGN ENGINEER	INTERN	CLERICAL	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
		\$190.00	\$180.00	\$170.00	\$160.00	\$140.00	\$100.00	\$90.00	\$50.00	\$60.00				
Phase 1 - Quiet Zone Assessment Update														
1.1	Project Management/Meetings/Coordination (assumes 3 meetings)	20	0	4	4	4	4	4	4	4	20	\$280	\$8,120	* Deliveries/Mileage/Reproduction
1.2	Research/Data Collection/Field Review	4	0	4	4	8	16	16	4	4	60	\$320	\$7,000	* Deliveries/Mileage/Reproduction
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1.7	Final Quiet Zone Assessment	4	4	4	4	4	4	4	4	2	34	\$110	\$4,550	* Deliveries/Mileage/Reproduction
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2.1	Right-of-Entry Permit (ROE) Application (Optional)													To Be Determined (TBD)
2.2	Preliminary Design (Optional)													TBD
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2.4	Public Meetings/Presentations (Optional)													TBD
Phase 3 - Final Engineering														
3.1	Final Design (Optional)													TBD
3.2	Easement/License Coordination (Optional)													TBD
3.3	Construction and Maintenance (C&M) Agreement (Optional)													TBD
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Task 4 - QZ Implementation (Optional Future Task)														
4.1	Design Support During Construction (Optional)													TBD
TOTAL ESTIMATED LABOR HOURS		62	20	32	32	60	72	90	44	44	456	1020	\$ 55,500	
TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONS)													\$ 55,500	

Notes:

a Assumes 5% annual escalation to occur on January 1 without adjusting the total budget.

b This fee proposal consists of Phase 1 tasks.

Cost Summary



GUIDE TO THE QUIET ZONE ESTABLISHMENT PROCESS

AN INFORMATION GUIDE

Federal Railroad Administration

1200 New Jersey Avenue S.E.
Washington, DC 20590
Telephone: 202-493-6299
www.fra.dot.gov

Federal Railroad Administration

Highway-Rail Crossing and Trespasser Programs Division

Follow FRA on [Facebook](#) and [Twitter](#)

Purpose of the Guide

This brochure was developed to serve as a guide for local decision makers seeking a greater understanding of train horn sounding requirements and how to establish quiet zones. Its purpose is to provide a general overview and thus does not contain every detail about the quiet zone establishment process. For more detailed and authoritative information, the reader is encouraged to review the official regulations governing the use of locomotive horns at public highway-rail grade crossings and the establishment of quiet zones that are contained in 49 CFR Part 222. A copy of the rule can be downloaded or printed at <http://www.fra.dot.gov/eLib/Details/L02809>.

About Quiet Zones



FRA is committed to reducing the number of collisions at highway-rail grade crossings, while establishing a consistent standard for communities who opt to preserve or enhance quality of life for their residents by establishing quiet zones within which routine use of train horns at crossings is prohibited.

Federal regulation requires that locomotive horns begin sounding 15–20 seconds before entering public highway-rail grade crossings, no more than one-quarter mile in advance. Only a public authority, the governmental entity responsible for traffic control or law enforcement at the crossings, is permitted to create quiet zones.

A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings. The prohibited use of train horns at quiet zones only applies to trains when approaching and entering crossings and does not include train horn use within passenger stations or rail yards. Train horns may be sounded in emergency situations or to comply with other railroad or FRA rules even within a quiet zone. Quiet zone regulations also do not eliminate the use of locomotive bells at crossings. Therefore, a more appropriate description of a designated quiet zone would be a “reduced train horn area.”

Communities wishing to establish quiet zones must work through the appropriate public authority that is responsible for traffic control or law enforcement at the crossings.

Historical Context

Historically, railroads have sounded locomotive horns or whistles in advance of grade crossings and under other circumstances as a universal safety precaution. Some States allowed local communities to create whistle bans where the train horn was not routinely sounded. In other States, communities created whistle bans through informal agreements with railroads.

In the late 1980's, FRA observed a significant increase in nighttime train-vehicle collisions at certain gated highway-rail grade crossings on the Florida East Coast Railway (FEC) at which nighttime whistle bans had been established in accordance with State statute. In 1991, FRA issued Emergency Order #15 requiring trains on the FEC to sound their horns again. The number and rate of collisions at affected crossings returned to pre-whistle ban levels.



In 1994, Congress enacted a law that required FRA to issue a Federal regulation requiring the sounding of locomotive horns at public highway-rail grade crossings. It also gave FRA the ability to provide for exceptions to that requirement by allowing communities under some circumstances to establish "quiet zones."

The Train Horn Rule became effective on June 24, 2005. The rule set nationwide standards for the sounding of train horns at public highway-rail grade crossings. This rule changed the criteria for sounding the horn from distance-based to time-based. It also set limits on the volume of a train horn. The rule also established a process for communities to obtain relief from the routine sounding of train horns by providing criteria for the establishment of quiet zones. Locomotive horns may still be used in the case of an emergency and to comply with Federal regulations or certain railroad rules.

Because the absence of routine horn sounding increases the risk of a crossing collision, a public authority that desires to establish a quiet zone usually will be required to mitigate this additional risk. At a minimum, each public highway–rail crossing within a quiet zone must be equipped with active warning devices: flashing lights, gates, constant warning time devices (except in rare circumstances) and power out indicators.

In order to create a quiet zone, one of the following conditions must be met

1. ***The Quiet Zone Risk Index (QZRI) is less than or equal to the Nationwide Significant Risk Threshold (NSRT)*** with or without additional safety measures such as Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs) described below. The QZRI is the average risk for all public highway-rail crossings in the quiet zone, including the additional risk for absence of train horns and any reduction in risk due to the risk mitigation measures. The NSRT is the level of risk calculated annually by averaging the risk at all of the Nation's public highway-rail grade crossings equipped with flashing lights and gates where train horns are routinely sounded.
2. ***The Quiet Zone Risk Index (QZRI) is less than or equal to the Risk Index With Horns (RIWH)*** with additional safety measures such as SSMs or ASMs. The RIWH is the average risk for all public highway-rail crossings in the proposed quiet zone when locomotive horns are routinely sounded.
3. ***Install SSMs at every public highway-rail crossing.*** This is the best method to reduce to reduce risks in a proposed quiet zone and to enhance safety.

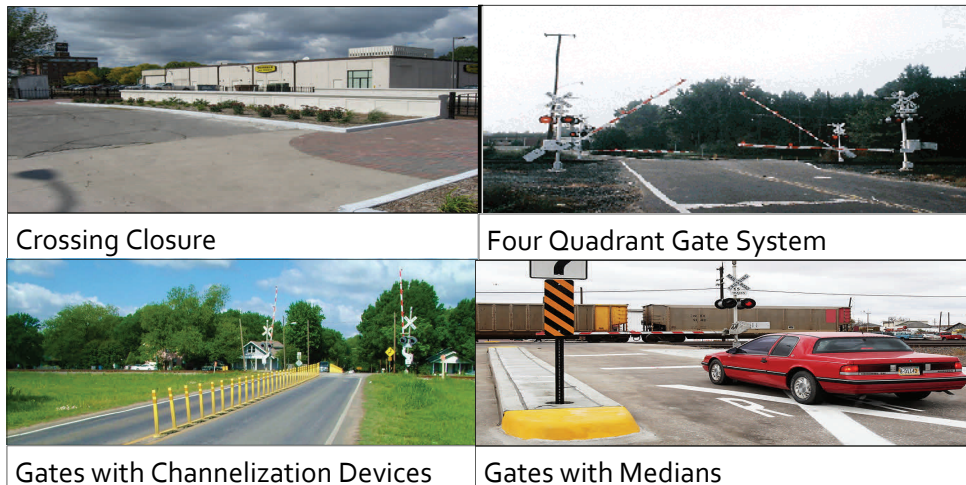
SSMs are pre-approved risk reduction engineering treatments installed at certain public highway-rail crossings within the quiet zone and can help maximize safety benefits and minimize risk. SSMs include: medians or channelization devices, one-way streets with gates, four quadrant gate systems, and temporary or permanent crossing closures. Examples of SSMs are shown on the next page.

ASMs are safety systems, other than SSMs, that are used to reduce risk in a quiet zone. ASMs typically are improvements that do not fully meet the requirements to be SSMs and their risk reduction effectiveness must be submitted in writing and approved by FRA.

FRA strongly recommends that all crossings in the quiet zone be reviewed by a diagnostic team. A diagnostic team typically consists of representatives from the public authority, railroad, and State agency responsible for crossing safety and FRA grade crossing managers.

Public Safety Considerations continued

Examples of SSMs



Wayside Horns The train horn rule also provides another method for reducing the impact of routine locomotive horn sounding when trains approach public highway-rail grade crossings. A wayside horn may be installed at highway-rail grade crossings that have flashing lights, gates, constant warning time devices (except in rare circumstances), and power out indicators. The wayside horn is positioned at the crossing and will sound when the warning devices are activated. The sound is directed down the roadway, which greatly reduces the noise footprint of the audible warning. Use of wayside horns is not the same as establishing a quiet zone although they may be used within quiet zones.

Cost Considerations

The enabling Federal statute did not provide funding for the establishment of quiet zones. Public authorities seeking to establish quiet zones should be prepared to finance the installation of SSMs and ASMs used. Costs can vary from \$30,000 per crossing to more than \$1 million depending on the number of crossings and the types of safety improvements required.

Legal Considerations

The courts will ultimately determine who will be held liable if a collision occurs at a grade crossing located within a quiet zone, based upon the facts of each case, as a collision may have been caused by factors other than the absence of an audible warning. FRA's rule is intended to remove failure to sound the horn as a cause of action in lawsuits involving collisions that have occurred at grade crossings within duly established quiet zones.

The Quiet Zone Establishment Process

Under the Train Horn Rule, only public authorities are permitted to establish quiet zones. Citizens who wish to have a quiet zone in their neighborhood should contact their local government to pursue the establishment of a quiet zone. The following is a typical example of the steps taken to establish a quiet zone:

1. **Determine** which crossings will be included in the quiet zone. All public highway-rail crossings in the quiet zone must have, at a minimum, an automatic warning system consisting of flashing lights and gates. The warning systems must be equipped with constant warning time devices (except in rare circumstances) and power out indicators. The length of the quiet zone must be at least one-half mile in length.
2. **Identify** any private highway-rail grade crossings within the proposed quiet zone. If they allow access to the public or provide access to active industrial or commercial sites, a diagnostic review must be conducted and the crossing(s) treated in accordance with the recommendations of the diagnostic team.
3. **Identify** any pedestrian crossings within the proposed quiet zone and conduct a diagnostic review of those crossings too. They also must be treated in accordance with the diagnostic team's recommendations. *NOTE:* While it is not required by the regulations, FRA recommends that every crossing within a proposed quiet zone be reviewed for safety concerns.
4. **Update** the U.S. DOT Crossing Inventory Form to reflect current physical and operating conditions at each public, private, and pedestrian crossing located within a proposed quiet zone.
5. **Provide** a Notice of Intent (NOI) to all of the railroads that operate over crossings in the proposed quiet zone, the State agency responsible for highway safety and the State agency responsible for crossing safety. The NOI must list all of the crossings in the proposed quiet zone and give a brief explanation of the tentative plans for implementing improvements within the quiet zone. Additional required elements of the NOI can be found in 49 CFR 222.43(b). The railroads and State agencies have 60 days in which to provide comments to the public authority on the proposed plan.
6. **Alternative Safety Measures** – If ASMs are going to be used to reduce risk, an application to FRA must be made. The application must include all of the elements provided in 49 CFR 222.39(b)(1) and copies of the application must be sent to the entities listed in 49 CFR 222.39(b)(3). They will have 60 days to provide comments to FRA on the application. FRA will provide a written decision on the application typically within three to four months after it is received.

The Quiet Zone Establishment Process continued

7. **Determine** how the quiet zone will be established using one of the following criteria:
(Note that Options 2 through 4 will require the use of the FRA Quiet Zone Calculator available at <http://safetydata.fra.dot.gov/quiet/>.)

1. Every public highway-rail crossing in the proposed quiet zone is equipped with one or more SSMs.
2. The Quiet Zone Risk Index (QZRI) of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) without installing SSMs or ASMs.
3. The QZRI of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) after the installation of SSMs or ASMs.
4. The QZRI of the proposed quiet zone is less than or equal to the Risk Index with Horns (RIWH) after the installation of SSMs or ASMs.



8. **Complete** the installation of SSMs and ASMs and any other required improvements determined by the diagnostic team at all public, private, and pedestrian crossings within the proposed quiet zone.

9. **Ensure** that the required signage at each public, private, and pedestrian crossing is installed in accordance with 49 CFR Sections 222.25, 222.27, and 222.35, and the standards outlined in the Manual on Uniform Traffic Control Devices. These signs may need to be covered until the quiet zone is in effect.

10. **Establish** the quiet zone by providing a Notice of Quiet Zone Establishment to all of the parties that are listed in 49 CFR Section 222.43(a)(3). Be sure to include all of the required contents in the notice as listed in 49 CFR Section 222.43(d). The quiet zone can take effect no earlier than 21 days after the date on which the Notice of Quiet Zone Establishment is mailed.

*****Appendix C to the Train Horn Rule provides detailed, step by step guidance on how to create a quiet zone.*****

Required Documentation

Public authorities interested in establishing a quiet zone are required to submit certain documentation during the establishment process. FRA has provided checklists for the various documents that can be found at <http://www.fra.dot.gov/Elib/Details/L03055>.

FRA's Regional Grade Crossing Managers are available to provide technical assistance. A State's department of transportation or rail regulatory agency also may be able to provide assistance to communities pursuing quiet zones.

Public authorities are encouraged to consult with the agencies in their State that have responsibility for crossing safety. Some States may have additional administrative or legal requirements that must be met in order to modify a public highway-rail grade crossing.

Role of Railroads

Communities seeking to establish a quiet zone are required to send a Notice of Intent and a Notice of Quiet Zone Establishment to railroads operating over the public highway-rail grade crossings within the proposed quiet zone. Railroad officials can provide valuable input during the quiet zone establishment process and should be included on all diagnostic teams. Listed below are links to the Class I Railroads and Amtrak.

BNSF Railway (BNSF)	Canadian Pacific (CP)
CSX Transportation (CSX)	Norfolk Southern (NS)
Canadian National (CN)	Union Pacific (UP)
Kansas City Southern (KCS)	Amtrak (ATK)

FINAL NOTE

The information contained in this brochure is provided as general guidance related to the Quiet Zone Establishment Process and should not be considered as a definitive resource. FRA strongly recommends that any public authority desiring to establish quiet zones take the opportunity to review all aspects of safety along its rail corridor. Particular attention should be given to measures that prevent trespassing on railroad tracks since investments made to establish a quiet zone may be negated if the horn has to be routinely sounded to warn trespassers.

POINTS OF CONTACT

General Questions:

Inga Toye, 202-493-6305

Debra Chappell, 202-493-6018

Ron Ries, 202-493-6285

Regional Contacts

Region 1 Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Rhode Island, and Vermont
1-800-724-5991

Region 2 Delaware, Maryland, Ohio, Pennsylvania, Virginia, West Virginia ,
and Washington, D.C.
1-800-724-5992

Region 3 Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina,
South Carolina, and Tennessee
1-800-724-5993

Region 4 Illinois, Indiana, Michigan, Minnesota, and Wisconsin
1-800-724-5040

Region 5 Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
1-800-724-5995

Region 6 Colorado, Iowa, Kansas, Missouri, and Nebraska
1-800-724-5996

Region 7 Arizona, California, Nevada, and Utah
1-800-724-5997

Region 8 Alaska, Idaho, Montana, North Dakota, South Dakota, Oregon,
Washington, and Wyoming
1-800-724-5998



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Quiet Zone

Based on federal rule, local government agencies may restrict the usage of train horns at railroad crossings which meet specified criteria.

These crossings are then considered to be within a "Quiet Zone". On approach to such crossings train locomotives are NOT required to sound their horns. The Commission's Rail Crossings and Engineering Branch (RCEB) reviews notices of intent, establishment or continuation of Quiet Zones, and provides written comments to local authorities, focusing on safety concerns related to the potential for collisions between trains and the public.

As of 2013, there were 36 Established FRA Quiet Zones including 181 crossings. Additionally, there were 5 corridors with Wayside Horns including 15 crossings.

Train Horn Rule

In general terms, a Quiet Zone may be established after implementing safety improvements that provide the same level of risk reduction as would otherwise be provided by the train horn. A Quiet Zone can be one crossing in a community, or several consecutive crossings in one or more communities. A Quiet Zone can be created along corridors shared by both railroad and rail transit.

The Federal Railroad Administration (FRA) Train Horn Rule (49 CFR Part 222) became effective on June 24, 2005. This rule provides a step-by-step process to determine what can be done to offset the lack of a train horn, to calculate the risk reduction associated with potential improvements, to formally document the silencing of the train horns and officially establish a Quiet Zone.

For more information about the federal rule, [visit the FRA website](#) which has pages about the Train Horn Rule and Quiet Zones.

CPUC Authority

A Quiet Zone does not require state approval, and any crossings meeting the safety criteria established by the federal Train Horn Rule will qualify. Although the federal Train Horn Rule does not require state authority to establish a Quiet Zone, RCEB is required to receive and evaluate all notices of intent, establishment or continuation of Quiet Zones, and provide written comments. The evaluation requires research and verification of data submitted under the rule, as well as a field diagnostic review of the crossings.

Under the Train Horn Rule, RCEB is required to participate in diagnostic reviews of crossings in the proposed Quiet Zone and makes recommendations for safety enhancements in lieu of the train's sounding of their horn. Some crossings will require improvements be implemented before the crossing will qualify for inclusion in a Quiet Zone. Some may qualify as currently configured, however, RCEB or the other parties involved in the Quiet Zone review (railroads, FRA, roadway authority) may recommend further improvements be implemented before establishing the Quiet Zone. Cities and Counties decide whether to implement the additional recommended improvements, but the crossing must meet a number of requirements before a Quiet Zone can be established. These include:

- Federal Railroad Administration Train Horn Rule
- California Public Utilities Commission General Orders
- United States Department of Transportation's Americans with Disabilities Act Standards for Transportation Facilities
- California Manual on Uniform Traffic Control Devices (published by Caltrans)

Where modifications to a crossing are proposed by a local agency, RCEB will process the application to the Commission for authority to alter the crossing. Authority to alter existing crossings must be obtained from the Commission, typically through the Commission's General Order 88-B process. For further information, see the [GO 88-B web page](#).

Quiet Zone Contacts at CPUC

Please use the following information to contact CPUC Rail Crossings and Engineering Branch regarding Quiet Zone notices, correspondence, or inquiries.

General Inquiries

For general inquiries relating to the Train Horn Rule, please contact the Quiet Zone Coordinator:

Matthew Bond, P.E.

Rail Crossings and Engineering Branch

California Public Utilities Commission

(213) 576-1313

matthew.bond@cpuc.ca.gov

Notices required under the Train Horn Rule

For Notices, please address a printed copy to the Branch Manager.

Please also send electronic copies (PDF format preferred) to the Supervisor, engineer assigned to the area, and the Quiet Zone Coordinator. To electronically submit files totaling more than 10 MB in size, please use the CPUC File Transfer site at <https://cpucftp.cpuc.ca.gov/>

(a) Branch Manager

Provide an electronic copy to Anton Garabetian, P.E., Program Manager, Rail Crossings and Engineering Branch: antranig.garabetian@cpuc.ca.gov

(b) Engineer assigned to the area

Provide an electronic copy to the appropriate field engineer. See the [Rail Crossings Contact Information](#).

(c) Quiet Zone Coordinator

Provide an electronic copy to Matthew Bond, P.E.: matthew.bond@cpuc.ca.gov

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CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

**SUBJECT: TOWN CENTER HALL PAINTING AND FLOORING PROJECT –
AWARD OF CONTRACT**

DATE: January 14, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to Restoration Unlimited of Santa Fe Springs, California in the amount of \$88,000.00 for the construction of the Town Center Hall Painting and Flooring Project and authorize the City Manager to execute the agreement; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Town Center Hall Painting and Flooring Project is an approved Capital Improvement Project and is funded by the Utility Users Tax (UUT) Capital Improvements Plan Fund in the amount of \$175,000. The total estimated project cost is as follows:

<u>Item</u>	<u>Estimated Amount</u>
Construction	\$ 88,000
Engineering	\$ 15,000
Inspection	\$ 20,000
Contingency	\$ 52,000
Total Project Cost:	\$ 175,000

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 14, 2025

Town Center Hall Painting and Flooring Project – Award of Contract

Page 2 of 3

BACKGROUND

The Town Center Hall is a key facility used for City events, community meetings, and other important functions. The interior has not undergone significant maintenance or renovation in several years, and its current condition is not consistent with the desired aesthetic or functional standard. As such, this project aims to improve the facility's aesthetic appeal, comfort, and usability for residents and staff.

ANALYSIS

On October 15, 2024, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bid was advertised on November 4, 2024, in accordance with the California Public Contract Code.

The bid period closed, and bids were publicly opened on November 21, 2024. A total of fifteen bids were received. City staff reviewed the proposals and determined that twelve of the bid proposals complied with the contract specifications. Two proposals were non-responsive with the contract specifications and one proposal had mathematical computational errors. The apparent low bidder for the project is Restoration Unlimited of Santa Fe Springs, CA with a bid totaling \$ \$88,000.

The tabulated bid results are as follows:

Company Name	Publicly Read Bid Amount	Audited Bid	
1. Restoration Unlimited	\$ 88,000.00	\$ 88,000.00	
2. Perfection Painting Corp.	\$ 90,000.00	\$ 90,000.00	
3. R Dependable Construction, Inc.	\$ 104,900.00	\$ 104,900.00	
4. Kal Best Contractor, Inc.	\$ 119,500.00	\$ 119,500.00	
5. U.S. National Corp.	\$ 119,850.00	\$ 119,850.00	
6. CTG Construction, Inc.	\$ 120,000.00	\$ 120,000.00	
7. PUB Construction, Inc.	\$ 130,000.00	\$ 130,000.00	
8. Mariscal Painting, Inc.	\$ 133,000.00	\$ 133,000.00	
9. Corner Keystone Construction Corp.	\$ 188,832.11	\$ 188,832.11	
10. Color New Corp.	\$ 201,000.00	\$ 201,000.00	
11. Epsilon Engineering, Inc.	\$ 203,476.00	\$ 203,476.00	
12. Coastal Construction Team	\$ 212,500.00	\$ 212,500.00	
13. Rod-West Floor Covering, LLC	\$ 31,350.00	Non-Responsive	*
14. Del Mar Floor Covering, Inc.	\$ 73000.00	Non-Responsive	*
15. GDL Best Contractors, Inc.	\$ 113,750.00	Mathematical Error	**

* Non-Responsive.

** Mathematical Computation error.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 14, 2025

Town Center Hall Painting and Flooring Project – Award of Contract

Page 3 of 3

The bid proposal submitted by Restoration Unlimited in the amount of \$88,000, is approximately 20% below the Engineer's Construction Estimate of \$110,000 and is acceptable.

The Department of Public Works has reviewed the bids and determined the low bid submitted by Restoration Unlimited to be responsive and responsible.

ENVIRONMENTAL

There is no environmental impact associated with this action as this project consists of interior maintenance improvements and does not involve changes to land use or external structures.

DISCUSSION

The Town Center Hall plays a central role in hosting community events, and its current state has prompted the need for renovation. The replacement of the flooring and painting of the interior will improve not only the building's appearance but also its functionality for daily use.

SUMMARY/NEXT STEPS

Upon City Council's approval of the recommended actions, City staff will coordinate with the Contractor on the delivery of the project.

ATTACHMENTS:

A. Contract Agreement

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

AGREEMENT FOR CONSTRUCTION
TOWN CENTER HALL
PAINTING AND FLOORING IMPROVEMENT
CONTRACTOR'S NAME

This Agreement for Construction (“Agreement”) is entered into on this 14th day of January 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and Restoration Unlimited, 10440 Pioneer Boulevard, Suite 1, Santa Fe springs, CA 90670, State Contractor’s License No. 1019174, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of TOWN CENTER HALL PAINTING AND FLOORING IMPROVEMENT which is covered in the Contractor’s Bid Proposal (the “Work”), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the General and Standard Specifications and Special Provisions.

1.2 **Contract Documents.** The “Contract Documents,” except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor’s performance obligations:

- a. Permits from the City’s Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:

Exhibit “A” – Workers Compensation Certification

Exhibit “B” – Performance and Payment Bonds

Exhibit “C” – Claims Procedure

- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:

Addendum No. 1, issued November 18, 2024, 4 pages.

- e. Contractors Bid Proposal, for the above-referenced Bid No. 2024-04 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

- f. Special Provisions, General Specifications and Standard Specifications.
- g. City and other agency's Standard Drawings.
- h. All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in the 2018 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 - SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contract Documents, which services may be referred to herein as the "Services" or "Work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

2.2 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements.

2.3 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.3.

2.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

2.5 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

2.5.1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2.5.2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

2.5.3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Manager pursuant to application of subsections 1 and 2 above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.6 Care of Work. Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.8 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

- a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3.4 of this Agreement.
- c. That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

2.9 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of Eighty-Eight Thousand Dollars (\$88,000.00) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on the appropriate schedule of the applicable sales tax returns. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

3.2 **Substitution of Securities.** In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by the City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

3.3 **Changes to the Contract Price.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

3.4 **Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$50,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.5 Payment Procedures.

3.5.1 Progress Payments. All progress payments shall be made in accordance with Public Contract Code § 20104.50, as follows:

a. The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. If the City fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

b. Upon receipt of a payment request, the City shall act in accordance with both of the following:

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

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to §20104.50 of the Public Contract Code shall be reduced by the number of days by which the City exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (b) above.

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

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

3.5.2 Retention. Within sixty (60) calendar days after City accepts final completion of the Work, City shall pay Contractor the amounts City deducted and retained from Contractor’s progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the disputed amounts.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 **Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed by all parties and approved by the City.

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within TWENTY (20) WORKING days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

5.1 **Amounts of Liquidated Damages.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive working day in excess of the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Two Thousand Dollars (\$2,000). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

ARTICLE 6 – CLAIMS AND DISPUTES

6.1 **Claims Procedures.** Contractor shall comply with the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as **Exhibit “C.”**

6.2 **Government Code Claims Procedures.** Contractor further acknowledges that notwithstanding Contractor’s compliance with the claims procedures set forth herein, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained herein shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

6.3 **Cooperation and Notification.** In the event any claim or action is brought against City relating to Contractor’s performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require. The City shall provide notification to Contractor within ten (10) business days upon receipt of any third party claim relating to this Agreement.

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

7.1 Business Tax Certificate and Governmental Approvals. As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 35.070, et seq. of the Santa Fe Springs Municipal Code to operate in the City, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

7.2 Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 8 – BONDS

8.1 Performance and Payment Bonds. Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

9.1 Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

9.2 Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person,

the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

9.3 **Carrier Rating.** Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

9.4 **Subcontractor Worker's Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

10.1 **Minimum Scope.** Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of and acceptance by the City of the Work, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

10.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

10.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

10.3.1 **Commercial General Liability:** Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

10.3.2 **Automobile Liability Insurance:** Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

10.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Santa Fe Springs, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

10.3.4 Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall provide that the policy will respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason; have the same effective dates as the primary policies; pay on behalf of the insureds and not reimbursement; the policies shall "follow form" to the underlying primary policies; and the insureds, including the additional insureds shall be the same as the primary policies.

10.4 **Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

10.5 **All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **ten (10) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Santa Fe Springs. Contractor shall provide Form No. CG 20010413 to City.

- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: “Solely with respect to work done by and on behalf of the name insured for the City of Santa Fe Springs, it is agreed that the City of Santa Fe Springs, and its officers, officials, employees and agents are added as additional insureds under this policy.”
- f. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

10.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City’s request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.7 Contractor’s Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys’ fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor’s performance of the Contract; (c) pay Contractor’s premiums for renewal of Contractor’s coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys’ fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

10.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor’s and Subcontractors’ insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

10.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors: (1) the City’s risk of liability or exposure arising out of, or in any way connected with, Contractor’s services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor’s services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

10.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

10.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 19 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

11.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful

misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnatee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

11.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance

with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

11.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor 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.

11.7 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

ARTICLE 12 – PREVAILING WAGES

12.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. By executing this Agreement, Contractor certifies that neither it, nor any of its subcontractors are ineligible under Labor Code Section 1777.1 or Section 1777.7 from bidding on, entering into a contract for, or performing the Work. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code. The Director's determination of prevailing rates are on file with the City and are available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and are referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

12.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section, 1771, Contractor and any subcontractors shall pay not less than the general prevailing rate per diem wages.
- b. Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- c. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the

record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

- d. Section 1777.5 prescribes the terms and conditions for employing registered apprentices.
- e. Section 1810, eight hours of labor constitutes a legal day's work.
- f. Section 1813, Contractor will forfeit to the City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.
- g. Sections 1725.5 and 1771.1 requires all general contractors and subcontractors to be registered with DIR.
- h. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

ARTICLE 13 – MISCELLANEOUS

13.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

13.2 Notice. Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City

City of Santa Fe Springs
Attention: James Enriquez, PE
11710 Telegraph Road
Santa Fe Springs, CA 90670

Contractor

Restoration Unlimited
Attention: Jeremiah Park
10440 Pioneer Blvd Ste. 1
Santa Fe Springs, CA 90670

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

13.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.5 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

13.7 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 13.7 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 13.7, take over the work and prosecute the same to completion by contract

or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

13.9 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes for the delay. The City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement.

13.10 City's Right to Access and Audit Contractor's Project Documents.

a. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

b. The City and/or its authorized auditors or representatives, (including the California State Auditor if so requested by the City pursuant to Government Code § 8546.7) shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Agreement and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to City and/or its authorized auditors or representatives and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

13.11 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

13.12 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Los Angeles County, State of California.

13.13 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.14 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by

the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

13.16 Signature Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

13.17 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF SANTA FE SPRINGS

RESTORATION UNLIMITED

By: _____
René Bobadilla, City Manager

By: _____
Jeremiah Park

Attest: _____
Fernando Muñoz, City Clerk

Title

By: _____
Name

APPROVED AS TO FORM

Title

By: _____
Rick Olivares, City Attorney



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **INTRODUCTION OF ORDINANCE NO.1148 AMENDING CHAPTER 96 OF TITLE IX (STREETS AND SIDEWALKS) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO A STREET PAVEMENT CUT MORATORIUM**

DATE: January 14, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1148: An Ordinance of the City of Santa Fe Springs Municipal Code relating to a Street Pavement Cut Moratorium; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no initial fiscal impact form consideration of this Ordinance. However, there could potentially be long-term cost savings due to a decrease in pavement maintenance costs.

BACKGROUND

The city does not currently have a moratorium on excavation of newly constructed or resurfaced streets. The purpose of a street pavement cut moratorium is to protect the public's investment in its infrastructure and ensures roadways do not deteriorate faster than expected as a result of non-emergency utility repairs requiring pavement cuts within 5 years following a street rehabilitation project.

ANALYSIS

N/A

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 14, 2025

Introduction of Ordinance No. 1148 Amending Chapter 90 of Title IX (Streets and Sidewalks) of the Santa Fe Springs Municipal Code Relating to a Street Pavement Cut Moratorium

Page 2 of 2

ENVIRONMENTAL

N/A

DISCUSSION

The City is embarking on a city-wide street rehabilitation program in residential and commercial/industrial areas of the City in the coming years. In order to protect the City's investment in street pavement rehabilitation, staff recommends that the City establish an ordinance establishing a 5-year moratorium on excavation of newly rehabilitated streets. The moratorium will maximize the service life of new pavement surfaces by preventing cuts that accelerate pavement deterioration.

Unless the Director of Public Works grants an exemption as described in the recommended ordinance, the proposed street pavement cut moratorium will restrict excavation on a public roadway that has been constructed or reconstructed within the preceding five years. Exemptions may be considered for the following:

1. Emergencies that endanger life, property or public health and safety, or
2. Work that, if not completed, may lead to interruption of essential utility services, or
3. Work that is mandated by city, state, or federal legislation, or
4. Unforeseen circumstances where the financial burden outweighs the benefit to roadway infrastructure, or
5. Other situations deemed by the Director of Public Works, or designee, to be in the best interest of the general public.

In the event that an exemption is granted, additional pavement restoration will be required beyond the excavation limits including repaving full lane widths.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will publish a notice of the new ordinance. Staff will also publish a list of City streets scheduled to be reconstructed, resurfaced, or surface sealed on the City's Website to allow work by others that requires excavation to be completed in advance of the street rehabilitation project.

ATTACHMENTS:

- A. Ordinance No. 1148

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1148

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 96 OF TITLE IX (STREETS AND SIDEWALKS) OF THE SANTA FE SPRINGS MUNICIPAL CODE ADDING NEW SECTIONS 96.095 THROUGH 96.100, PART 5 - STREET PAVEMENT CUT MORATORIUM

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

SECTION 1. Chapter 96 (Streets and Sidewalks) of Title IX (General Regulations) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 96, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This ordinance shall become effective thirty (30) days from and after its passage.

PASSED and ADOPTED this 14TH day of January 2025, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

William K. Rounds, Mayor

Fernando Muñoz, City Clerk

EXHIBIT A

Sections 96.095 through 96.100 (Part 5 - Street Pavement Cut Moratorium), is hereby added to the Excavations subsection, in Chapter 96 of Title IX (Streets and Sidewalks) of the Santa Fe Springs Municipal Code as follows:

Part 5. – STREET PAVEMENT CUT MORATORIUM

96.095 Purpose

A. In order to preserve and protect the City's investment in its infrastructure, the ride quality, structural integrity, and appearance of newly constructed, reconstructed, resurfaced, surface sealed street pavement, or any treatment that adds to the structural capacity, life, or aesthetic value of the streets in the City, a moratorium on excavation or street cuts shall be imposed.

B. No entity or organization shall be exempt from the requirements of this Chapter including, but not limited to, utility companies, state agencies, federal agencies, school districts, and private developers.

96.096 Definitions.

The following definitions are applicable within this Chapter:

"Excavate" or "excavation" means any cutting, digging, potholing or otherwise disturbing the street surface within the right-of-way to access or install a utility line or any related facility or for other reasons. All such excavations shall require an encroachment permit.

"Permit" means written authorization from the Director of Public Works or designee, to excavate, encroach upon, or obstruct a public right-of-way.

"Roadway" means any public street, including but not limited to any highway, street, lane, court, alley, boulevard, median, parkway, parking lot, or easement reserved by or dedicated to the City for vehicular, pedestrian, or bicycle travel.

"Completion date" means the date the notice of completion was adopted by the City Council for the completion of roadway construction, resurfacing operations, or maintenance. For streets paved as public improvements for a private development, this date shall be the date the notice of completion for the development was adopted by the City Council; for public and private development improvements for which a notice of completion was not adopted by the City Council, this date shall be the actual date of completion of the work.

96.097 Street Pavement Cut Moratorium.

The City shall not issue any permit to allow a cut on a public street, avenue, alley, court, place, highway or public way in the City that had been paved, constructed, resurfaced

or reconstructed within the preceding five (5) years, unless the Director of Public Works grants an exemption as set forth below.

96.098 Moratorium Exceptions

A. Except, as set forth in subsection B of this section, permission to excavate in roadways shall not be granted for five (5) years after the completion date of roadway construction or maintenance, including but not limited to an overlay, chip seal, slurry seal coatings, micro paving, or other maintenance of the roadway surface. Utilities shall plan well enough in advance to determine alternate methods for making necessary repairs to avoid excavating in newly resurfaced roadways within the 5-year Moratorium Period.

B. Exceptions to the above moratorium may be permitted in the following situations at the discretion of the Public Works Director/City Engineer:

1. City funded projects adopted into the Capital Improvement Program.
2. Emergencies that endanger life, property or public health and safety.
2. Utility work that, if not completed, will result in the interruption of essential utility service.
3. Work that is mandated by city, state, or federal legislation.
4. Unforeseen circumstances where the financial burden outweighs the benefit to the roadway infrastructure.
5. Other situations deemed by the Director of Public Works, or designee, to be in the best interest of the general public.

96.099 Excavation Waiver

A. To excavate within a roadway within five (5) years of the completion date, a waiver must be obtained. To request a waiver, the applicant must submit a written request to the Director of Public Works. The request must include:

1. The location of the excavation.
2. Description of the work to be performed.
3. A statement from the applicant setting forth good cause for why the work was not performed before the roadway was resurfaced.
4. A statement from the applicant setting forth good cause for why the work cannot be deferred until after the five (5) year moratorium period.
5. A statement from the applicant setting forth good cause for why the work cannot be performed at another location.

B. In the event the waiver is granted under subsection A, any excavation in the roadway shall be repaired with full-lane width paving on the street as follows:

1. Overlaid or reconstructed roadway: All lanes that are affected shall be ground down one-and-a-half (1.5) inches and paved with one-and-a-half (1.5) inches of similar asphalt concrete material as the previous treatment to the satisfaction of the Public Works Director/City Engineer. Some roadways may require rubberized asphalt or other materials.

2. Slurry sealed, chip sealed, or micro-surfaced streets: All lanes that are affected shall be resurfaced to the satisfaction of the Public Works Director/City Engineer with a treatment similar to what was previously utilized.

3. For trenches perpendicular to the curb face, the trench shall be resurfaced for the entire trench width plus ten (10) feet on each side of the trench (i.e. twenty (20) feet plus the width of the trench) along the entire length of the impacted lane or lanes. For trenches parallel to the curb face, the entire lane shall be resurfaced along the entire length of the trench plus ten (10) feet on each end (i.e. twenty (20) feet plus the length of the trench).

4. Exception: Full-lane width restoration shall not be required during a curb and gutter restoration in which the City has exempted the contractor from removing and replacing the required eighteen (18) inches of asphalt paving from the edge of gutter. City staff will provide the waiver following an inspection determining the pavement cut is smooth and straight along the gutter lip and existing asphalt.

C. Exceptions to subsection B may be permitted at the discretion of the Director of Public Works, or designee, to repair existing utilities, not associated with a construction project in the following cases:

1. Emergencies that endanger life, property or public health and safety.
2. Utility work that, if not completed, will result in the interruption of essential utility service.
3. Unforeseen circumstances where the financial burden outweighs the benefit to the roadway infrastructure.
4. Other situations deemed by the Director of Public Works, or designee, to be in the best interest of the general public.

96.100 Notice of Moratorium.

The City shall provide notice of the moratorium by making available a list of City street pavements that have been newly constructed, reconstructed, resurfaced, or surface sealed and subject to this moratorium, on the City website. City street pavements that will be newly constructed, reconstructed, resurfaced, or surface sealed will be published on the City's website and made available for inspection in the Public Works department at least twelve (12) months prior to the beginning of such construction, or at the discretion of the Director of Public Works.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance

SUBJECT: **APPROVE AGREEMENT WITH DANA SAFETY SUPPLY, INC. FOR VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

DATE: January 14, 2025

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Approve the attached agreement with Dana Safety Supply, Inc. (Dana) for vehicle equipment and installation services; and
- 2) Authorize the City Manager to approve a one (1) year extension option, if needed; and
- 3) Take any additional, related, action that may be desirable.

FISCAL IMPACT

If approved, Staff will be authorized to purchase items and services as detailed in the scope of work through June 30, 2027. The following table provides an annual cost breakdown of the agreements:

<u>Year 1 (thru June 30, 2025)</u>	<u>Year 2 (July 1, 2025 thru June 30, 2026)</u>	<u>Year 3 (July 1, 2026 thru June 30, 2027)</u>	<u>Year 4 (Optional) (July 1, 2027 thru June 30, 2028)</u>
\$75,000	\$150,000	\$150,000	\$150,000

The annual expenditure amounts were determined by analyzing past expenditures for similar services and projected anticipated usage during future years.

The adopted Fiscal Year 2024-25 budget includes funding for these services primarily within the allocations for Police Services and Public Works. These budgets were

Approve Agreement with Dana Safety Supply, Inc.

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developed in consultation with each department/division to determine a likely annual expenditure amount. Therefore, it is not anticipated that a budget adjustment would be needed at this time. Future budgets will be developed utilizing the estimated amounts shown in the table above.

The agreement will have an initial term through June 30, 2027, and include one (1), one (1) year extension options for a maximum term through June 30, 2028.

Services associated with this agreement will be used as needed. Upon receiving a request for services, the availability of funds will be verified, and a purchase order will be generated with sufficient funds encumbered for the expense. The Department of Finance will track encumbrances and expenses.

BACKGROUND

The Public Works Maintenance Division makes annual purchases of vehicles on behalf of most departments. These vehicles are typically used to replace older models that are beyond the usage cycle or too costly to maintain. Use of these vehicles requires that they are adequately fitted with the equipment for field use. This includes a mobile radio, mobile data computers, equipment racks, rear seat modifications (if needed), and other items. To ensure that new and repurposed vehicles are deployed for field use promptly, the services of a contractor that provides vehicle upfitting services are required.

DISCUSSION

Staff requests the City Council approves that attached agreement with Dana for vehicle equipment and upfitting services.

In 2021, the City of Miami established an agreement/purchase order with Dana through a competitive process. This purchase agreement is still valid, and Dana has extended an opportunity to the City to purchase supplies, equipment, and services using the same terms, conditions, and pricing/discount rates (Piggyback Purchase). This exception to the standard bidding process is authorized under Santa Fe Springs Municipal Code Section 34.18(B) – Purchase By Bidding Required Generally; Exceptions. The aforementioned municipal code section states:

Purchases of supplies, equipment, and services shall be made pursuant to the procedures set forth in this subchapter, except for the following:

Cooperative or piggyback purchasing, which may consist of the following:

(1) Cooperative purchasing with other public agencies, and with nonprofit groups or organizations established by public entities, provided that a competitive bidding process is used.

Approve Agreement with Dana Safety Supply, Inc.

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(2) Contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and services under a competitive bidding process.

(3) Purchasing supplies, equipment, or services through bid award lists of others, provided that competitive purchasing procedures similar to those required in the city were employed to create such bid award lists.

Dana approve the use of the aforementioned agreements via email. The award and approval documents can be found in Exhibits A & B of the agreement.

SUMMARY/NEXT STEPS

The City requires the services of a vehicle upfitter that provides supplies, equipment, and services to ensure vehicles used by Staff are suitable for use. Police Services and the City's contracted law enforcement agency, Whittier Police Department, primarily use this service for both marked and unmarked vehicles; however, other departments also require this service. It is requested that the City Council authorize Staff to enter into an agreement with Dana to ensure these services are available when needed. The total annual cost shall not exceed \$150,000, with the initial year pro-rated based upon the number of months remaining in the fiscal year.

ATTACHMENTS

A. Agreement – Dana Safety Supply, Inc.

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

CITY OF SANTA FE SPRINGS
EQUIPMENT PROCUREMENT AND INSTALLATION SERVICES AGREEMENT
(Parties: Dana Safety Supply, Inc. and City of Santa Fe Springs)

THIS EQUIPMENT PROCUREMENT AND INSTALLATION SERVICES AGREEMENT (the “Agreement”) is entered into this ____ day of _____ 2024 (“Effective Date”) by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“CITY”) and DANA SAFETY SUPPLY, INC. (“CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY desires to procure municipal vehicle equipment (the “Equipment”) and related installation services (the “Services”), to be procured and utilized City-wide on an as-needed basis; and

WHEREAS, CITY staff has determined that CONTRACTOR possesses the resources and expertise necessary to competently provide such Equipment and Services to City; and

WHEREAS, California Government Code Section 6502 allows City to enter into joint power agreements with other government agencies to exercise any power common to both parties, including out of state agencies; and

WHEREAS, Section 34.18(B) of the Santa Fe Springs Code of Ordinances exempts certain purchases of supplies, equipment, and services from the City’s formal and informal bidding requirements when those purchases which qualify as cooperative or piggyback purchases; and

WHEREAS, the Equipment and/or Services desired by CITY were competitively bid by CONTRACTOR through an Invitation For Bid (“IFB”) Number 1301386, entitled “City of Miami, Invitation for Bid (IFB) for Purchase and Installation of Municipal Vehicle Equipment – Citywide”, dated April 7, 2021, a copy of which is attached hereto as **Exhibit “A”** (the “CONTRACTOR Quote”); and

WHEREAS, CONTRACTOR bid successfully for IFB No 1301386 and was awarded a contract by the City of Miami (Contract No. 1301386(26)) from July 26, 2021 through July 25, 2024, which was renewed on July 26, 2024 through July 25, 2026, a copy of which is attached hereto as **Exhibit “B”** (the “City of Miami Contract Award”); and

WHEREAS, CITY Staff respectfully requests that City Council approve the use of the existing agreement between the City of Miami (Contract No. 1301386(26)) and CONTRACTOR to exempt this procurement from CITY’s formal and informal bidding requirements pursuant to Section 34.18(B) of the Santa Fe Springs Code of Ordinances; and

WHEREAS, the execution of this Agreement was approved by the City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of _____, 2024, under Agenda Item No. _____.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

1. DESCRIPTION OF EQUIPMENT TO BE PURCHASED AND INSTALLED

A. Subject to all the terms and conditions of this Agreement, CONTRACTOR agrees to make available for sale and delivery, and CITY agrees to purchase on an as-needed basis, certain items of equipment (the "Equipment") to be selected by CITY that are listed in that certain document entitled "CONTRACTOR Quote", which is attached and incorporated hereto as **Exhibit "A"**. CONTRACTOR further agrees to provide installation services (the "Services") for those as-needed items of Equipment.

B. CONTRACTOR's performance under this Agreement includes all transportation services, labor, material, tools, and equipment necessary for CONTRACTOR to complete its delivery, off-loading, and installation of the Equipment at the City location(s) to be specified by the City Representatives. CONTRACTOR shall not commence the delivery of the Equipment until such time as CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time, and location of the delivery along with such other written instructions as may be provided by the City Representatives.

C. CONTRACTOR agrees to complete the delivery and installation of the Equipment in accordance with the Term as set forth in Section 2 below, and for the Compensation sums set forth in Section 8, below. CONTRACTOR may submit a written request for additional time to complete the delivery and installation, which request must be submitted to the CITY no later than fifteen (15) calendar days prior the Equipment installation as listed in the CONTRACTOR's Quote. The written request for additional time must identify (i) how much additional time CONTRACTOR requires; (ii) identification of the circumstances that have caused the need for additional time, and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

D. CONTRACTOR shall, among other things, be responsible for the delivery of the Equipment to the mutually agreed to facilities or locations and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from CONTRACTOR's delivery vehicles to the location(s) specified by the City Representatives. CITY shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall CITY be responsible for providing CONTRACTOR or CONTRACTOR's personnel with training, tools or equipment required to deliver or install the Equipment.

E. All Equipment shall be subject to inspection by CITY and rejection by CITY.

The Equipment shall be considered accepted upon CITY's issuance of a written Notice of Acceptance. At any time prior to the issuance of a Notice of Acceptance, CITY may reject, return, and demand the replacement of any Equipment which is broken or defective or which fails to meet the requirements or specifications set forth in the Equipment Specifications and the cost of returning and replacing the Equipment shall be borne solely and exclusively by CONTRACTOR. Equipment that is rejected and returned by CITY shall be promptly replaced by CONTRACTOR. No payment shall be required until replacement is complete. CONTRACTOR shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, CONTRACTOR, at CONTRACTOR's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications.

F. CITY's acceptance of the Equipment and CITY's obligation to disburse the proceeds of the Not-to-Exceed Sum, defined below, shall be conditioned upon the final inspection and performance testing of the Equipment by CITY, consistent with Section 7 of this Agreement, below, to ensure that the Equipment satisfies the requirements of the CITY and is capable of performing in accordance with performance standards set forth in the Equipment specifications. CITY reserves the right to direct CONTRACTOR to make such repairs as may be reasonably necessary to ensure that the Equipment performs properly. The final inspection and performance test shall be commenced within fourteen (14) calendar days from the date CONTRACTOR notifies CITY in writing that its installation of the Equipment is complete.

2. TERM

The duration for this Agreement shall commence on the Effective Date and expire on June 30, 2027 (hereinafter the "Term"). The Parties may mutually agree in writing to extend this Agreement for an additional one (1) year Term.

3. STANDARD OF CARE

A. CONTRACTOR represents, acknowledges, and agrees as follows:

1. CONTRACTOR shall perform all work, furnish, and install the Equipment skillfully and competently and use the standard of care applicable to its field or profession at the same time and in the same or similar locality;
2. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
3. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
4. CONTRACTOR understands the nature and scope of the work to be

performed under this Agreement as well as any and all schedules of performance;

5. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training, and experience to perform those services and tasks contemplated under this Agreement; and
6. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONTRACTOR's acceptance of the Equipment and Services performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any latent defect to the Equipment unknown to CITY at the time of acceptance.

4. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Micah Herd, Procurement Manager, (hereinafter the "City Representatives"). It shall be CONTRACTOR's responsibility to assure that the City Representatives are kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representatives. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representatives.

B. Contractor Representative. For the purposes of this Agreement, George Maris, Regional General Manager, and Chris Degioanni, Regional Sales Manager, are hereby designated as the representatives and principals of CONTRACTOR authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principals"). The Responsible Principal(s) may not be changed by CONTRACTOR without the prior written approval of CITY which shall not be unreasonably withheld or delayed.

5. CONTRACTOR'S PERSONNEL

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All such Services will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing Services required by this Agreement,

and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform Services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a City of Santa Fe Springs business license.

6. INSTRUCTION ON OPERATION AND MAINTENANCE

CONTRACTOR, during any testing and inspection period contemplated herein, shall also provide CITY personnel with instruction and training on the proper operation and maintenance of the Equipment and shall supply CITY with true and correct copies of all blueprints, plans, or specifications as necessary for the Equipment as well as all operating manuals for the same.

7. WARRANTIES

A. CONTRACTOR warrants that the Equipment provided to CITY pursuant to this Agreement shall be merchantable, of good workmanship and material, suitable for the purpose intended by CITY, and free from any and all defects, including but not limited to, defects in material, manufacturing workmanship, and title. CONTRACTOR assumes design responsibility and further warrants that the Equipment will operate as described in the materials provided in **Exhibit "A"** or any other applicable marketing and advertisement materials. CONTRACTOR further transfers and assigns to CITY all manufacturers' warranties for parts and equipment that make up the Equipment. CONTRACTOR's warranties, as set forth in this Agreement, shall also apply to any replacement parts.

B. CONTRACTOR's warranties shall not be deemed as the exclusive or sole warranty or guarantee for any of the Equipment procured by CITY and the provisions of this Agreement are intended to expand upon any warranty assigned to CITY by CONTRACTOR. CITY's inspection, approval, acceptance, use of, or payment for all or any part of the Equipment ordered shall not affect its warrant rights, regardless of whether a breach of warranty was evident at the time. In addition to any other warranties set forth herein, CONTRACTOR shall repair or replace, at no additional cost to CITY, defective Equipment in a timely manner to minimize the disruption to CITY operations.

8. COMPENSATION

A. In consideration for supplying and installing the Equipment, providing related training in the operation, maintenance and repair of the Equipment and such other incidental and ancillary services and tasks called for under this Agreement, CITY shall compensate CONTRACTOR in accordance with the unit prices in CONTRACTOR's Quote, attached and incorporated hereto as **Exhibit "A"**.

B. Subsection 8(A) of this Agreement notwithstanding, CONTRACTOR's total compensation shall not exceed the Fiscal Year sums as follows:

- From the Effective Date to June 30, 2025, CONTRACTOR's compensation shall not exceed **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)** (hereinafter, the "Fiscal Year 1 Not-to-Exceed Sum").
- From July 1, 2025 to June 30, 2026, CONTRACTOR's compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** (hereinafter, the "Fiscal Year 2 Not-to-Exceed Sum").
- From July 1, 2026 to June 30, 2027, CONTRACTOR's compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** (hereinafter, the "Fiscal Year 3 Not-to-Exceed Sum").
- In the event the Parties agree to extend the Agreement for the optional one (1) year extension term, from July 1, 2027 to June 30, 2028, CONTRACTOR's compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** (hereinafter, the "Fiscal Year 4 Not-to-Exceed Sum").

In the event the Parties desire to extend this Agreement for the additional one (1) year term, the City Council for CITY hereby delegates to the City Manager the authority to approve the extension term and Fiscal Year 4 Not-to-Exceed Sum, provided that any authorization shall be made in writing signed by the City Manager and expressly referencing the City Manager's delegated authority under this paragraph. Any anticipated changes in excess of the sums the City Manager is authorized to approve under this paragraph must be approved by the City Council before they are incurred, and such City Council approval must be memorialized in the form of a written amendment to this Agreement.

C. CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONTRACTOR.

D. Payment: CITY shall be under no obligation to pay any portion of the Fiscal Year Not-to-Exceed Sums as set forth above, unless and until CITY submits a purchase order for the as-needed Equipment and Services and CONTRACTOR issues an invoice seeking payment for the same. In no event shall CONTRACTOR issue an invoice prior to the delivery to the CITY of the Equipment. CITY shall have thirty (30) calendar days from the receipt of the invoice to make payment for the same.

9. LIQUIDATED DAMAGES

It is agreed by the Parties that timely delivery and installation of the Equipment is of the essence, and that in the event there is a delay for said delivery and installation greater than thirty (30) days from the CITY's payment of an invoice as described in Section 8(D), when no extensions have been mutually agreed to, and when a FORCE MAJEURE event has not been triggered pursuant to Section 19, damages will be sustained by CITY and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that, in addition to the remedies provided under Section 18 (Termination for Convenience; Termination for Cause), CONTRACTOR shall pay to CITY as damages the amount set forth for each and every day's delay in the delivery and installation of the Equipment in excess of the contractually agreed to delivery and installation date. Liquidated damages shall be paid at a rate of **Two Hundred (\$200) per day** unless otherwise agreed to in writing by the Parties. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time this Agreement was executed by the Parties. CITY shall have the right to deduct the amount of liquidated damages from any money due or to become due CONTRACTOR.

10. PROHIBITED INTERESTS

CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11. INDEPENDENT CONTRACTOR

CONTRACTOR will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONTRACTOR as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONTRACTOR.

12. CONFIDENTIALITY

All data, documents, discussion, or other information received by CONTRACTOR from CITY or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

A. To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend CITY, the City Council and the CITY's elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property (i) resulting from any reckless or negligent acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement; (ii) any defect in the Equipment; (iii) any third party claim alleging that the Equipment infringes upon a valid and enforceable United States patent. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice. The foregoing duty to indemnify, hold harmless and defend shall not encompass a duty to indemnify, hold harmless or defend resulting from the intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CITY or CITY's employees. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. To the extent that the negligence of both is a proximate cause of a claim by a third party against either CONTRACTOR or CITY, then in such event CONTRACTOR and CITY shall, to the maximum extent permitted by law, be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees, and volunteers.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents,

employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to 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. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.
2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of

Best's Insurance Guide.

D. CONTRACTOR agrees that if CONTRACTOR fails to procure or maintain the insurance required in this Agreement in full force and effect, CITY, following the issuance of a Default Notice and CONTRACTOR's failure to time cure, may either terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall name on the certificate the CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. CONTRACTOR shall notify the CITY thirty (30) days prior to any amendment to the insurances provided for above. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by CONTRACTOR shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

L. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special

circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

16. MUTUAL COOPERATION

A. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of CONTRACTOR's services.

B. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right of inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

18. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

A. CITY may terminate this Agreement and the procurement of the Equipment as contemplated herein for convenience, without cause and without penalty or liability at any time prior to the issuance of a Notice to Proceed. Such termination for convenience shall be made in writing signed by the City Representative. CONTRACTOR may only terminate this Agreement for cause.

B. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 18(B)(2) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any

bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fifteen (15) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the Equipment Specifications that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for

additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all reasonable legal fees plus other commercially reasonable, direct costs and expenses that CITY incurs upon a

breach of this Agreement or in the CITY's exercise of its remedies under this Agreement. CONTRACTOR shall be paid for any work satisfactorily performed, including parts and materials specifically ordered/manufactured prior to the date of such termination.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

19. FORCE MAJEURE

CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in CITY's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of CONTRACTOR. In the event that a FORCE MAJEURE event materially increases the CONTRACTOR's costs of performance hereunder then CITY shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by CONTRACTOR's insurances.

20. NOTICES

All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attn: City Clerk's Office
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To Contractor:	Dana Safety Supply 9035 Independence Ave. Canoga Park, CA 91304 Attn: George Maris, Regional General Manager
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Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-

eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

22. PROHIBITION AGAINST ASSIGNMENT

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR. CITY shall not assign this CONTRACT without CONTRACTOR's prior written consent, which shall not be unreasonably withheld or delayed.

23. ATTORNEY'S FEES

In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONTRACTOR.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

27. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

28. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement and in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

29. EXECUTION

This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 27, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the two remaining counterparts shall remain with the CITY for archiving and day-to-day reference by the department responsible for administering the Agreement on the CITY's behalf.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE SPRINGS:

DANA SAFETY SUPPLY, INC.:

By: _____
City Manager

By: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A"
CONTRACTOR QUOTE

EXHIBIT "B"
CITY OF MIAMI CONTRACT AWARD (IFB No. 1301386(26))