AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, MAY 17, 2016 – 6:00 PM

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

1243 National City Blvd.
National City
619-336-4240

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. 2015 Community Emergency Response Team (CERT) Academy Graduates Presentation (Fire)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

2. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

3. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of _____. (City Clerk)

4. Resolution of the City Council of the City of National City authorizing the filing of an application for the Beverage Container Recycling City/County Payment Program through the Department of Resources Recycling and Recovery (CalRecycle). (Engineering/Public Works)

5. Resolution of the City Council of the City of National City: 1) accepting the work of LB Civil Construction for the “A” Avenue Green Street Improvement Project, CIP No. 14-05, 2) approving the final contract amount of $3,254,482.21, 3) authorizing release of retention in the amount of $23,002.36, and 4) authorizing the Mayor to sign the Notice of Completion for the Project. (Engineering/Public Works)

6. Resolution of the City Council of the City of National City: 1) accepting the work of New Century Construction, Inc. for the D Avenue and E. 12th Street Roundabout Project, CIP No. 15-02, 2) approving the final contract amount of $1,633,346.33, 3) authorizing release of retention in the amount of $81,667.30, and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)

7. Resolution of the City Council of the City of National City: 1) accepting the work of PAL General Engineering, Inc. for the 8th Street Smart Growth Revitalization Project, CIP No. 12-13, 2) approving the final contract amount of $4,830,889.17, 3) authorizing release of retention in the amount of $91,544.52, and 4) ratifying the filing of a Notice of Completion for the project. (Engineering/Public Works)

8. Resolution of the City Council of the City of National City: 1) accepting the work of Portillo Concrete, Inc. for the Highland Avenue Safety Enhancements Project, CIP No. 13-07, 2) approving the final contract amount of $1,341,109.29, 3) authorizing release of retention in the amount of $67,055.46, and 4) authorizing the Mayor to sign the Notice of Completion for the Project. (Engineering/Public Works)

9. Resolution of the City Council of the City of National City waiving the bid process by piggybacking Western States Contracting Alliance (WSCA) contract MNWNC-108, and authorizing the purchase from Dell Inc. of Enterprise Servers for an amount not to exceed $100,480. (MIS)

10. Warrant Register #41 for the period of 04/06/16 through 04/12/16 in the amount of $2,300,911.43. (Finance)

11. Warrant Register #42 for the period of 04/13/16 through 04/19/16 in the amount of $911,053.17. (Finance)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

12. Resolution of the City of National City accepting the transfer of real properties from the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be retained by the City of National City for governmental use and future development pursuant to Health and Safety Code Section 34188. (Housing, Grants, and Asset Management)

NEW BUSINESS

13. Notice of Decision – Planning Commission approval of a Conditional Use Permit for outdoor storage at ABC Supply, Inc. located at 2840 Transportation Avenue. (Applicant: Rebecca Barnes) (Case File 2016-06 CUP) (Planning)

14. Notice of Decision – Planning Commission approval of a Conditional Use Permit for motor vehicle storage at 100 East 18th Street. (Applicant: Dan Levine) (Case File 2016-09 CUP) (Planning)

15. Authorizing the issuance of a Request for Proposals (RFP) for Towing and Impound Services, for the City of National City Police Department. (Finance/Purchasing)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - June 7, 2016 - 6:00 p.m. - Council Chambers - National City, California.

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 5, 2016 - City Council Meeting - Suspended
July 19, 2016 - City Council Meeting - Suspended

The following page(s) contain the backup material for Agenda Item: 2015 Community Emergency Response Team (CERT) Academy Graduates Presentation (Fire)

ITEM NO._____

5/17/2016

2015 COMMUNITY EMERGENCY RESPONSE TEAM (CERT) ACADEMY GRADUATES PRESENTATION

NATIONAL CITY FIRE DEPARTMENT

(FIRE)

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #

5-17-16

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the filing of an application for the Beverage Container Recycling City/County Payment Program through the Department of Resources Recycling and Recovery (CalRecycle). (Engineering/Pub

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the filing of an application for the Beverage Container Recycling City/County Payment Program through the Department of Resources Recycling and Recovery (CalRecycle).

PREPARED BY: Stephen Manganiello **DEPARTMENT:** Engineering/Public Works

PHONE: 336-4382 **APPROVED BY:**

EXPLANATION:

Please see attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Revenue Account No. 172-00000-3463 - $15,000
Expenditure Account No. 172-416-225-355-9070 (Minor Equipment – Less than $5,000) - $10,000
Expenditure Account No. 172-416-225-399-9070 (Materials & Supplies) - $5,000
Appropriations have been requested for FY17.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

Explanation

Staff is requesting authorization to file an application for the Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle). CalRecycle' s Beverage Container Recycling Payment Program is distributing up to $10,500,000 for FY2015-16 to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities. The goal is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers- aluminum, glass, plastic, and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

Eligible applicants include cities, counties, or cities and counties in California, as identified by the California Department of Finance, unless otherwise determined by CalRecycle. Each city is eligible to receive $5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater. Also, additional funds are available based upon the population as of January 1, 2015, in the incorporated areas of a city, and any redistributed funds from jurisdictions that opt out of the program. Last year, the City of National City received $15,859 for FY2014-15.

The City of National City has received funds from this program since FY 2005-06 and are utilizing these funds to implement such projects as Beverage Recycling Containers at Paradise Creek Educational Park and Kimball Park, clean-up events, and educational materials.

In FY2015-16, the City will be applying for funds to purchase and install more Beverage Recycling Containers in our parks, as well as purchase totes specifically designed to educate about beverage container recycling.

As a result of audit finds and an approved Corrective Action Plan by the California State Auditor, CalRecycle is implementing changes to the Program starting with FY 2015-2016. Eligible applicants must submit a completed Funding Request and upload an electronic (scanned) version of the signed Funding Request Certification document, and submit a council approved resolution by the Funding Request due date of June 1, 2016.

Council Resolution is required to authorize the City of National City to submit an application and authorize the City Manager as the signature authority to accept the funds and terms of the Payment Program.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of LB Civil Construction for the “A” Avenue Green Street Improvement Project, CIP No. 14-05, 2) approving the final contract amount of $3,254,482.21, 3) authorizing release

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work of LB Civil Construction for the "A" Avenue Green Street Improvement Project, CIP No. 14-05, 2) approving the final contract amount of $3,254,482.21, 3) authorizing release of retention in the amount of $23,002.36, and 4) authorizing the Mayor to sign the Notice of Completion for the Project.

PREPARED BY: Jose Lopez, Civil Engineering Tech. **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4312 **APPROVED BY:** [illegible]

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** _____ Finance

ACCOUNT NO. **APPROVED:** _____ MIS

Financial Statement will be submitted 5/5/2016

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Sheet
4. Resolution

EXPLANATION

The "A" Avenue Green Street Improvement Project, CIP No. 14-05, implemented Low-Impact Development (LID) infiltration measures along portions of "A" Avenue between 8th Street and Kimball Park to improve water quality of urban runoff entering the storm drain system which discharges downstream into Paradise Creek at Kimball Park. The project also constructed pedestrian enhancements along the corridor and through the park, including a new plaza and gateway adjacent to the public library.

The primary objectives of the project were as follows:

1) Create a "Green Street" that implements Low-Impact Development (LID) infiltration measures to improve water quality of urban runoff entering the storm drain system which discharges downstream into Paradise Creek at Kimball Park.

2) Create a safe, environmentally friendly walking path along "A" Avenue to connect Historic Brick Row, Morgan Square and the 8th Street Revitalization District to City Hall, National City Public Library and Kimball Park.

3) Provide educational opportunities through implementation of interpretative signage and creek-themed art.

The scope of work for the construction contract also included street light painting and refurbishment along "A" Avenue, and various facility upgrades for the relocation of City Public Works. The contract was funded in large part through a Proposition 84 Storm Water Grant from the State of California and a SANDAG Smart Growth Incentive Program Grant.

On December 5, 2014, a new bid solicitation was advertised in local newspapers and posted on the City's website.

On January 6, 2015, five (5) sealed bid were received by the 10:00 AM deadline, opened and publically disclosed. LB Civil Construction was the apparent low bidder with a total bid amount of $2,841,105. Upon review of all documents submitted and reference checks, LB Civil Construction's bid was responsive, and they were re the lowest responsible bidder qualified to perform the work as described in the project specifications.

On January 20, 2015, the City Council adopted Resolution No. 2015-06 awarding the contract to LB Civil Construction in the amount of $2,841,105 and authorized a 15% contingency in the amount of $426,165.75 for any unforeseen changes.

The Notice to Proceed with construction was issued on January 28, 2015, with a construction start date of February 17, 2015.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by $279,776.56, and line item adjustments increased the contract by $133,600.65, for a net increase of $413,377.21 to the contract. This results in a 14.5% contract increase for a final contract balance of $3,254,482.21.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of LB Civil Construction for the "A" Avenue Green Street Improvement Project, CIP No. 14-05, 2) approve the final contract amount of $3,254,482.21, 3) authorize the release of retention in the amount of $23,002.36, and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on April 16, 2016 of the A Ave. Green Street Improvements Project, CIP No. 14-05

Work of improvement or portion of work of improvement under construction or alteration.

Along A Ave. from 8th St. to 15th St., portions of Plaza Blvd. from A Ave. to Coolidge, 4th and Palm Ave., Wilson and 18th and Wilson and 22nd in National City, CA 91950

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property: Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with **LB Civil Construction**

Name of Original Contractor

The following work and material were supplied:
Labor provided: general laborer. Materials: concrete, masonry, asphalt, irrigation, landscaping, street lighting, signing, striping and pedestrian traffic signal equipment. Equipment: demolition, grading, paving and excavation equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: April 16, 2016; _____

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on April 16, 2016 at, National City, California.

Signature: _____
RON MORRISON, MAYOR

Noc 14-05

FINAL CONTRACT BALANCE

DATE: April 15, 2016

PROJECT: A Avenue Green Street Improvements
FY 14-15
CIP No. 14-05

TO: LB Civil Construction
11585 Sorrento Valley Rd., Suite 104
San Diego, CA 92121

ORIGINAL CONTRACT AMOUNT:	$2,841,105.00
START DATE:	February 17, 2015
COMPLETION DATE:	April 15, 2016
ORIGINAL CONTRACT LENGTH:	145 Working Days
EXTENTION OF WORK DAYS:	25 Working Days
TOTAL CONTRACT TIME:	170 Working Days
LANDSCAPE MAINTENANCE PERIOD:	120 Calendar Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 added bark mulch at the Wilson yard to comply with BMP requirements. Approximately 3" of existing soil was removed between the new and existing concrete improvements replaced with filter fabric and bark mulch. This work was performed at an agreed upon lump sum price. This Change Order total amount was **$ 2,287.66**.

Change Order #2 directed the contractor to install a single head light pole due to a discrepancy of project pay quantities. This work was performed at an agreed upon lump sum price. This Change Order total amount was **$ 8,904.00**.

Change Order #3 directed the contractor to remove and replace an existing street light foundation at the northwest corner of A Ave. and Plaza Blvd. in conflict with a new catch basin to be constructed. This work was performed at an agreed upon lump sum price. This Change Order total amount was
$ 1,300.00.

FINAL CONTRACT BALANCE
A Ave. Green St. Improvements
CIP No. 14-05

Change Order #4 directed the contractor to repair a damaged storm drain at 22nd St. near Wilson Ave. This work was tracked on a T&M basis. This Change Order total amount was **$ 41,215.86.** Changer Order #5 directed the contractor to revise existing grade behind the retaining wall (Art Wall) to allow for adequate drainage and better placement of future decorative fence. This work was not shown on the contract plans. This work was performed at an agreed upon price tracked on a T&M basis. This Change Order total amount was **$ 2,289.49.**

Change Order #6 directed the contractor to identify and relocate an undocumented existing AC line near the new plaza area adjacent to the relocated backflow devices. The existing AC line was in fragile condition that would have undermined new concrete. This work was tracked on a T&M basis. This Change Order total amount was **$ 741.57.**

Change Order #7 directed the contractor to remove an unknown, buried curb and gutter under existing roadway in order to avoid conflict with new construction at the basin on the west side of A Ave. south of City Hall. This work was tracked on a T&M basis. This Change Order total amount was **$ 1,237.39.**

Change Order #8 directed the contractor to relocate the proposed storm drain tie-in on the east side of Plaza Blvd. and A Ave. The existing catch basin floor was too shallow at the proposed plan location and would interfere with bollard locations for the basin outlet. This work was tracked on a T&M basis. This Change Order total amount was **$ 1,012.57.**

Change Order #9 directed the contractor to provide installation of seven (7) security cameras, cable and conduit, in order to provide video feed to the City's IT server room. This work was performed at an agreed upon price. This Change Order total amount was **$ 17,635.05.**

Change Order #10 directed the contractor to remove and replace 12 existing light foundations on A Ave. between 11th St. and Plaza Blvd. that were in poor condition and created a potential safety hazard. This work was performed at an agreed upon price. This Change Order total amount was **$ 23,161.32.**

Change Order #11 directed the contractor to remove and replace existing light fixtures on A Ave. between 11th St. and Plaza Blvd. that were in poor condition and created a potential safety hazard. This work was performed at an agreed upon price. This Change Order total amount was **$ 36,332.73.**

Change Order #12 directed the contractor to trouble shoot an unknown electrical line discovered and damaged during excavation for the cistern. The unmarked utility fed the park lighting system west of the cistern. This work was tracked on a T&M basis. This Change Order total amount was **$ 1,492.90.**

Change Order # 13 directed the contractor to increase concrete thickness in Kimball Park by 2" in order to allow emergency vehicle use, per the modified project plans. Costs include additional

excavation, removal and disposal, concrete, equipment, labor and materials. This work was tracked on a T&M basis. This Change Order total amount was **$ 5,317.94.**

Change Order # 14 directed the contractor to install a 12" soil cement stabilization treatment to approximately 22,000 sf of existing unsuitable material at a rate of 5%, per the City's project Engineer's recommendation. This work was located in the parking lot on the east end of 15th St. in Kimball Park. This work was performed at an agreed upon price. The City deferred one additional working day to allow for this work. This Change Order total amount was **$ 41,689.26.**

Change Order #15 directed the contractor to replace deteriorated conduit and wire affecting 5 light fixtures and not otherwise shown on plans, located west of City Hall. This work was performed at an agreed upon price and takes into consideration credits for conduit shown to be replaced between the affected light fixtures. This Change Order total amount was **$ 8,866.84.**

Change Order #16 directed the contractor to provide installation for two light fixtures, cameras and electrical work, located at the south west corner of 4th St. and Palm Ave. This work was performed at an agreed upon price. This Change Order total amount was **$ 22,025.52.**

Change Order # 17 directed the contractor to replace the existing homerun electrical feed from the City's electrical room to the new fixture P18. This work was performed at an agreed upon price. This Change Order total amount was **$ 4,201.70.**

Change Order #18 directed the contractor to repair as necessary two chain link fence locations damaged during a City Hall break-in. The work was performed on at an agreed upon price. This Change Order total amount was **$ 733.87.**

Change Order #19 directed the contractor to remove 7 existing plastic valve boxes and replace with 7 concrete valve boxes located near the new parking lot construction. This work was performed at an agreed upon price. This Change Order total amount was **$ 1,413.21.**

Change Order #20 directed the contractor to prepare and refinish 37 existing bollards and one existing light base to match new light fixtures on A Ave. between 7th St. and 11th St. This work was performed at an agreed upon price. This Change Order total amount was **$ 4,100.00.**

Change Order #21 directed the contractor to slurry seal approximately 33,000 sf of roadway on A Ave. between National City Blvd./14th St an 12th St. This work was tracked on a T&M basis. This Change Order total amount was **$ 14,686.82.**

Change Order #22 directed the contractor to construct an ADA ramp modified from the original plans due to conflict with an existing light pole, located near the east side of the newly constructed parking lot near 15th St. The new ramp design is 3x larger in size in order to maintain ADA minimum requirements. This work was performed at an agreed upon price. This Change Order total amount was **$ 853.51.**

FINAL CONTRACT BALANCE
A Ave. Green St. Improvements
CIP No. 14-05

Change Order #23 directed the contractor to perform additional landscape work for unplanned items found during construction throughout the project site, including relocation of an existing mainline, relocation of wires in conflict with a new light pole, relocating existing PCVs into pavers, and replanting of 3 trees. This work was tracked on a T&M basis. This Change Order total amount was **$ 2,939.11.**

Change Order #24 directed the contractor to remove asphalt at 3 locations on Plaza Blvd. near A Ave. due to an existing failed utility trench. This work was tracked on a T&M basis. This Change Order total amount was **$ 3,963.68.**

Change Order #25 directed the contractor to add additional 6" grades rings to the baffle box, cistern and wet well grades located in Kimball Park. The additional grade rings will ensure surface flows away from the newly constructed manhole lids. This work was tracked on a T&M basis. This Change Order total amount was **$ 538.37.**

Change Order #26 directed the contractor to install two additional bollards with concrete footings in front of the newly installed electrical panels, located at the City's El Toyon yard. This work was performed at an agreed upon price. This Change Order total amount was **$ 1,293.81.**

Change Order #27 directed the contractor to install a sump drain adjacent to the water bottle filling station, since it was not included on the project plans. This work was tracked on a T&M basis. This Change Order total amount was **$ 393.46.**

Change Order #28 directed the contractor to remove 3 existing trees damaging existing concrete in Kimball Park. This work was tracked on a T&M basis. This Change Order total amount was **$ 1,021.29.**

Change Order #29 directed the contractor to remove and replace additional concrete improvements at various locations throughout the project site due to unplanned construction issues. This work removed and replaced approximately 2,000 sf to remove roots, prepare subgrade and replace concrete with finishes to match existing locations. This work was tracked on a T&M basis. This Change Order total amount was **$ 13,491.05.**

Change Order #30 directed the contractor to remove and revise newly constructed median mow curb improvements in the new parking lot due to grading design oversight. This work was tracked on a T&M basis. This Change Order total amount was **$ 2,339.37.**

Change Order #31 directed the contractor to slurry seal A Ave, including all preparation work to remove existing striping, weeds, and cleaning. This slurry work was performed at an agreed upon price; this preparation work was tracked on a T&M basis. This Change Order total amount was **$ 2,046.89.**

Change Order #32 directed the contractor to remove 3" of existing soil as needed and add 3" of bark mulch in parkways along A Ave., between 11th St. and 12th St, to comply with BMP

requirements. This work was tracked on a T&M basis. This Change Order total amount was **$ 2,562.27.**

Change Order #33 directed the contractor to re-stake/survey both the Plaza area (14th St and A Ave) and both ADA ramp and south side curb return at the entrance to Kimball Park due to engineer design oversight. This work was performed at an agreed upon price. This Change Order total amount was
$ 2,121.01.

Change Order #34 directed the contractor to perform additional removals throughout the project site at various times, related to Change Order #s 4, 24, 29, 30 and 32. Asbestos was properly stockpiled and disposed, related to Change Order #4. This work was tracked on a T&M basis. This Change Order total amount was **$ 5,567.04.**

All Change Orders listed above increased the total contract amount **$ 279,776.56.**

Numerous line item adjustments resulted in a contract increase of **$ 133,600.65**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **$ 3,254,482.21.**
2. As a result of the satisfactory completion of said project, a retention amount of **$ 23,002.36** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. LB Civil Construction will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of New Century Construction, Inc. for the D Avenue and E. 12th Street Roundabout Project, CIP No. 15-02, 2) approving the final contract amount of $1,633,346.33, 3) authori

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work of New Century Construction, Inc. for the D Avenue and E. 12th Street Roundabout Project, CIP No. 15-02, 2) approving the final contract amount of $1,633,346.33, 3) authorizing release of retention in the amount of $81,667.30, and 4) authorizing the Mayor to sign the Notice of Completion for the Project.

PREPARED BY: Jose Lopez, Civil Engineering Tech. **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4312 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Retention available in accounts: 323-409-500-598-6175
307-409-500-598-6035

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Sheet
4. Resolution

EXPLANATION

The D Avenue and E. 12th Street Roundabout Installation including War Memorial Architectural Improvements, CIP No. 15-02, implemented a traffic calming roundabout at 12th Street, curb extensions, pedestrian refuge islands, high-visibility crosswalks, landscaping, lighting enhancements, installed a sewer main and manholes, retaining walls and additional improvements to the Veterans Memorial Wall.

On March 6, 2015, the bid solicitation was advertised in local newspapers. Additionally, on March 9, 2015 the bid solicitation was posted on PlanetBids, a free public electronic bidding system for vendors.

On March 26, 2015, six (6) bid were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. New Century Construction, Inc. was the apparent low bidder with a total bid amount (Base Bid plus Additive Bid) of $1,495,899.

Upon review of all documents submitted and reference checks, New Century Construction, Inc.'s bid was responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On April 21, 2015, the City Council adopted Resolution No. 2015-52 awarding the contract to New Century Construction, Inc. in the amount of $1,495,899 and authorized a 15% contingency in the amount of $224,384.85 for any unforeseen changes.

The Notice to Proceed with construction was issued on May 20, 2015, with a construction start date of May 20, 2015.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by $262,315.33, while line item adjustments decreased the contract by $124,868, for a net increase of $137,447.33 to the contract. This results in a 9.2% contract increase for a final contract balance of $1,633,346.33.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of New Century Construction, Inc. for the D Avenue and E. 12th Street Roundabout Project, CIP No. 15-02, 2) approve the final contract amount of $1,633,346.33, 3) authorize the release of retention in the amount of $81,667.30 and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on April 7, 2016 of D Avenue and E. 12th Street Round-A-Bout, CIP No. 15-02

Work of improvement or portion of work of improvement under construction or alteration.

Intersection of D Avenue and E. 12th Street, National City CA 91950

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property: Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with **New Century Construction, Inc.**

Name of Original Contractor

The following work and material were supplied: Labor provided: General Laborer. Materials: Concrete, asphalt, irrigation, landscaping, street lighting, signing, and striping. Equipment: Paving and excavation equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: April 7, 2016;

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on April 7, 2016 at, National City, California.

Signature:

RON MORRISON, MAYOR

Noc 15-02

FINAL CONTRACT BALANCE

DATE: May 4, 2016

PROJECT: D Avenue and E. 12th Street Roundabout
FY 14-15
CIP No. 15-02

TO: New Century Construction Inc.
9119 Emerald Grove Avenue
Lakeside, CA 92040

ORIGINAL CONTRACT AMOUNT:	$1,495,899.00
START DATE:	March 23, 2015
COMPLETION DATE:	April 6, 2016
ORIGINAL CONTRACT LENGTH:	145 Working Days
EXTENTION OF WORK DAYS:	72 Working Days
TOTAL CONTRACT TIME:	217 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1. Three additional trees had to be removed to meet the required grade and were called for protect in place on the plans. Two within the median on Kimball way and one on the NE corner of D Ave and E 12th Street. This Change Order total amount was **$ 892.50.**

Change Order #2. During the excavation for Wall A's retaining wall footing the subgrade was analyzed by Southern California Soil & Testing (SCS&T) and classified as fill material. Per SCS&T recommendations dated 6/12/15, existing fill should be removed and recompacted to 1' below bottom of foundation. Under direction of the Engineer the Contractor proceeded under Time and Materials. This Change Order total amount was **$ 8,710.07.**

Change Order #3. During the excavation for Wall B's retaining wall footing the subgrade was analyzed by Southern California Soil & Testing (SCS&T) and classified as fill material. Per SCS&T

recommendations dated 6/12/15, existing fill should be removed and recompacted to 1' below bottom of foundation. Under direction of the Engineer the Contractor proceeded under Time and Materials. This Change Order total amount was **$ 8,504.77.**

Change Order #4. The 5 Military Seals were not part of the original contract per Addendum#1, Item #4. "All coordination by the contractor with the City's Plaque contractor on the procurement and installation of the war memorial plaque shall be included in the lump sum price of the "War Memorial Architectural Improvements." Per the addendum only coordination was needed as the City's Plaque contractor had the plaques. This change order provides for the procurement of the 5 Military Seals specified in the landscaping plans. This Change Order total amount was **$ 17,613.75.**

Change Order #5. The original war memorial design did not account for refurbishing existing flag poles and large offsets and fabricating new small offsets. With redoing the entire memorial wall the City did not want to place old products onto a new wall. The limits of the tile were also extended to the walls adjacent to the war memorial. The Contractor shall proceed with refurbishing (3) flag poles and (3) large offsets, fabricate (12) small offsets and extend the limits of the tile to the wall adjacent of the war memorial. This Change Order total amount was **$ 20,448.75.**

Change Order #6. SDGE stopped all work around the 8" and 20" gas lines until their design team obtained additional pothole information on the gas lines. Under direction of the Engineer and SDGE the Contractor proceeded under T&M to obtain the additional potholing information needed by SDGE to make a safety determination. This Change Order total amount was **$ 1,018.92.**

Change Order #7. When grading for the new sidewalk on the Northeast corner of D Ave and 12th Street a tree was discovered to be in conflict and had to be removed that was not part of the original contract. Under direction of the Engineer the Contractor proceeded under T&M to remove the tree and roots in conflict with the new sidewalk improvements. This Change Order total amount was **$ 801.83.**

Change Order #8. During demolition of the street section 6-8" of concrete was discovered beneath the asphalt that was not shown on the plans. Under direction of the Engineer the Contractor proceeded under T&M to pothole additional locations to discover the limits of concrete beneath the asphalt. This Change Order total amount was **$ 1,271.69.**

Change Order #9. After the Contractor laid out the forms per plans for the pedestrian ramp and sidewalk at the NW corner of D Ave and 12th Street they did not meet ADA standards and had to be revised and reformed. Under direction of the Engineer the Contractor proceeded under T&M to reform pedestrian ramp and sidewalk. This Change Order total amount was **$ 1,802.45.**

FINAL CONTRACT BALANCE

D Avenue and E. 12th Street Round-A-Bout

CIP No. 15-02

Change Order #10. In order for the City to refurbish the flag pole holders and flag poles the Contractor had to remove them from the Memorial Wall. Under direction of the Engineer the Contractor proceeded under T&M to remove the flag pole holders and flag poles. This Change Order total amount was **$ 2,622.85.**

Change Order #11. The Bio-Retention Box on Wilson Avenue did not meet the field conditions and had to be modified. Under direction of the Engineer the Contractor proceeded under T&M to remove the bio-soil, adjusted the piping, and poured a concrete bottom. This Change Order total amount was **$ 3,834.23.**

Change Order #12. Revised Irrigation and landscaping plans caused additional work at the SW corner of D Ave and 12th Street. Under direction of the Engineer the Contractor proceeded under T&M to remove existing irrigation and grass and dispose of. This Change Order total amount was **$ 3,559.42.**

Change Order #13. 6"-8" of concrete pavement was discovered beneath the asphalt which was not indicated on the plans. The concrete had to be removed to make the required grades. Under direction of the Engineer the Contractor proceeded under T&M to remove and dispose of the concrete. This Change Order total amount was **$ 13,382.89.**

Change Order #14. Additional landscaping and irrigation around the war memorial was added to the Contract for drought characteristics and to enhance the overall appearance to coincide with other landscaping project improvements around National City. The Contractor proceeded with the additional landscaping and irrigation per Kimley-Horn's Plan Sheet. This Change Order total amount was **$ 46,331.88.**

Change Order #15. The original war memorial design did not account for installation of the refurbished large offsets, flag poles and newly fabricated offsets. With redoing the entire memorial wall the City did not want to place old products onto a new wall. The Contractor shall proceed with the installation of (3) flag poles, (3) large offsets, and (12) small offsets and any additional items requested by the City for the war memorial listed in the attachment. This Change Order total amount was **$ 21,714.**

Change Order #16. Due to the steep grade of the decomposed granite parkway, concrete mow curbs had to be installed to prevent the decomposed granite from migrating. Under the direction of the Engineer the Contractor proceeded under T&M with installing concrete mow curbs. This Change Order total amount was **$ 1,621.40.**

Change Order #17. The elevations of the memorial seat wall were adjusted and did not match the elevations of the existing mow curb for the memorial planter and had to be redone. Under the direction of the Engineer the Contractor proceeded under T&M with installing concrete mow curbs within the memorial planter. This Change Order total amount was **$ 2,278.09.**

FINAL CONTRACT BALANCE

D Avenue and E. 12th Street Round-A-Bout

CIP No. 15-02

Change Order #18. Additional grading was required past the project limits at the SW corner of D Ave and 12th Street. This additional work also included redoing a box inlet with the parkway. Under direction of the Engineer the Contractor proceeded under T&M to grade the SW corner of D Ave and 12th Street. This Change Order total amount was **$ 3,908.54.**

Change Order #19. Additional repairs to the memorial area were requested by the City, these repairs consisted of removing and replacing a floor drain and additional concrete repairs/ patching. Under direction of the Engineer the Contractor proceeded under T&M with the above mentioned items. This Change Order total amount was **$ 3,312.80.**

Change Order #20. An additional coat of paint to the memorial wall was requested by the City. Under direction of the Engineer the Contractor proceeded under T&M with applying an additional coat of paint to the memorial wall. This Change Order total amount was **$ 2,095.01.**

Change Order #21. Sidewalk, curb/gutter, and driveway adjacent to the project needed to be removed and replaced to meet ADA standards. This work also included removing two trees that were raising the sidewalk. Under direction of the Engineer the Contractor proceeded with removing and replacing the sidewalk, curb/gutter and driveway. This Change Order total amount was **$ 18,550.**

Change Order #22. South of the 12th Street and D Avenue intersection the asphalt street section was failing due to a bus route and needed to be removed and replaced with a bus pad to prevent further damage. Under direction of the Engineer the Contractor proceeded with the installation of a 80'x10' bus pad. This Change Order total amount was **$ 14,900.**

Change Order #23. Pedestrian bollards and chains were installed on the East side of the Roundabout. Under direction of the Engineer the Contractor proceeded with the procurement and installation of pedestrian bollards and chains. This Change Order total amount was **$ 19,845.71.**

Change Order #24. Driveway at 924 D Avenue was holding water and creating a safety issue for drivers. Under direction of the Engineer the Contractor proceeded with the correcting the grades of the street section and driveway to create flow. This Change Order total amount was **$ 5,295.**

Change Order #25. Trees are required to be installed in the Bio-Retention boxes to meet the water quality management plan. Under direction of the Engineer the Contractor preceded with procuring and installing 24" box Desert Museum Palo Verde Trees. This Change Order total amount was **$ 3,850.**

FINAL CONTRACT BALANCE

D Avenue and E. 12th Street Round-A-Bout

CIP No. 15-02

Change Order #26. Per Kimley-horn's plan sheet for revised landscaping Hydroseed is to be installed on the Southeast corner of D Avenue and 12th Street. Under direction of the Engineer the Contractor proceeded with procuring and installing approx 1,200 SF of Hyrdoseed. This Change Order total amount was **$ 1,449.**

Change Order #27. Per agreement with HOA of condominiums on the NE corner of D Avenue and 12th Street 132 linear feet of 4' Ornamental Fence was installed. Under direction of the Engineer the Contractor proceeded with procuring and installing approx 132 LF of Fencing. This Change Order total amount was **$ 9,560.72.**

Change Order #28. Under direction of the City Engineer the bike ramp on the SE corner of the Roundabout was to be removed and replaced with 6" curb and gutter. Under direction of the Engineer the Contractor proceeded under time and materials. This Change Order total amount was **$ 1,849.62.**

Change Order #29. Per agreement with HOA of condominiums on the NE corner of D Avenue and 12th Street 2 Trees were installed with Irrigation. Under direction of the Engineer the Contractor proceeded under time and materials with procuring and installing 2-24" Box Trees. This Change Order total amount was **$ 1,119.73.**

Change Order #30. "No Pedestrian" signs were installed for the staircases leading to the utility boxes. Under direction of the Engineer the Contractor proceeded under time and materials with procuring and installing "No Pedestrian" signs on the staircases. This Change Order total amount was **$ 332.30.**

Change Order #31. During installation of the Bio-Retention Box on 18th Street curb/gutter, cross gutter and sidewalk adjacent to the improvements needed to be replaced. Under direction of the Engineer the Contractor proceeded with removing and replacing curb/gutter, cross gutter and sidewalk. This Change Order total amount was **$ 2,351.**

Change Order #32. During installation of the Bio-Retention Box on 18th Street it was discovered that the flow line of the storm drain that the box was connecting into was shallower than the box. Under direction of the Engineer the Contractor proceeded under time and materials with removing the soil median and placing a false concrete bottom to raise the flow line of the box. This Change Order total amount was **$ 2,035.79.**

Change Order #33. During installation of the Bio-Retention Box on west side of D Avenue an unforeseen electrical conduit had to be relocated. This Change Order also includes taking down and putting up new cameras at the memorial. Under direction of the Engineer the Contractor proceeded under time and materials with relocating the electrical conduit around the Bio-Retention Box. This Change Order total amount was **$ 4,212.31.**

FINAL CONTRACT BALANCE

D Avenue and E. 12th Street Round-A-Bout

CIP No. 15-02

Change Order #34. During excavation of the Bio-Retention Boxes on the West and East sides of D Avenue an unforeseen old concrete road with curb/gutter was encountered. Under direction of the Engineer the Contractor proceeded under time and materials with removing sections of the unforeseen concrete road, curb and gutter. This Change Order total amount was **$ 944.77.**

Change Order #35. During excavation of the Bio-Retention Box on the South side of 12th St and C Avenue an unforeseen water line had to be relocated around the box. Under direction of the Engineer the Contractor proceeded under time and materials with relocating the unforeseen water line. This Change Order total amount was **$ 1,627.80.**

Change Order #36. During installation of the bus pad on D avenue asphalt adjacent to the work had failed and had to be replaced. Under direction of the Engineer the Contractor proceeded under time and materials with grinding and replacing the asphalt section. This Change Order total amount was **$ 4,546.78.**

Change Order #37. The Military Seals arrived onsite with dimensions larger than specified, additional grinding was required to set into the concrete pedestals. Under direction of the Engineer the Contractor proceeded under time and materials with additional grinding to set the Military Seals. This Change Order total amount was **$ 1,318.96.**

Change Order #38. The original contract did not include the maintenance for the additional landscaping added to the contract per Kimley-horns revised plans. Under direction of the Engineer the Contractor proceeded with the additional landscape maintenance. This Change Order total amount was **$ 1,000.00.**

Change Order #39. The pedestrian bollards on the NE Corner of D Ave and 12th Street were damaged from a vehicle accident. Under direction of the Engineer the Contractor proceeded with repairing and resetting the damaged pedestrian bollards. The work consisted of repairing the damaged concrete, repairing a damaged bollard and resetting 3 bollards with chain. This Change Order total amount was **$ 1,800.00.**

Change Order #40. This Change order summarizes all the additional working days needed throughout the project. 6-8" of concrete was discovered under the existing street section and had to be removed and disposed of creating 10 additional working days. Additional landscaping procure and install per Kimley-Horns revised landscaping created 20 additional working days. Additional sidewalk, driveways, bus pad and asphalt per City direction created 15 additional working days. Utility conflicts while installing Bio-Retention Boxes created an additional 27 working days. This Change Order resulted in a time only change order adding **72 Working Days** to the Contract in the amount of **$ 0.00.**

FINAL CONTRACT BALANCE

D Avenue and E. 12th Street Round-A-Bout

CIP No. 15-02

All Change Orders listed above increased the total contract Working Days by **72.**
All Change Orders listed above increased the total contract amount **$ 262,315.33.**

There were numerous line item adjustments that decreased the contract amount **$ 124,868.**

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **$ 1,633,346.33.**
2. As a result of the satisfactory completion of said project, a retention amount of **$ 81,667.30** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. New Century Construction, Inc. will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of PAL General Engineering, Inc. for the 8th Street Smart Growth Revitalization Project, CIP No. 12-13, 2) approving the final contract amount of $4,830,889.17, 3) authoriz

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work of PAL General Engineering, Inc. for the 8th Street Smart Growth Revitalization Project, CIP No. 12-13, 2) approving the final contract amount of $4,830,889.17, 3) authorizing release of retention in the amount of $91,544.52, and 4) ratifying the filing of a Notice of Completion for the project.

PREPARED BY: Jose Lopez, Civil Engineering Tech. **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4312 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Retention available in account: 307-409-500-598-6035

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Sheet
4. Resolution

EXPLANATION

National City's 8th Street Smart Growth Revitalization Project, CIP No. 12-13, included traffic calming, pedestrian, bicycle, Safe Routes to School and streetscape enhancements between Harbor Drive and Highland Avenue to encourage smart growth revitalization and multi-modal connections to the 8th Street Trolley Station. The improvements included enhanced crosswalks with high intensity signing and striping; new, wider sidewalks and pedestrian curb ramps for ADA compliance; new lighting, landscaping and storm water bioretention areas; decorative benches, trash receptacles, bike racks and historic banners; new bike lanes and sharrows with signage on 8th Street between Harbor Drive and Roosevelt Avenue; and traffic calming measures such as corner bulb-outs and a "road diet" on E. 8th Street between National City Boulevard and Highland Avenue converting four travel lanes to two travel lanes with protected left turn lanes at intersections, landscaped islands midblock and replacement of parallel parking with angle parking on the south side of the street.

In May 2013, the bid solicitation was advertised in local newspapers and posted on the City's website.

In June 6, 2013 the seven (7) sealed bids were received, opened and read to the public. PAL General Engineering, Inc. was the apparent lowest bidder with a total bid of $3,978,336.35, where $3,709,079.35 was for the base bid and $269,257.00 was for additive bids.

Upon review of all documents submitted and reference checks, PAL General Engineering, Inc.'s bid was responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

In June 18, 2013, the City Council adopted Resolution No. 2013-97 awarding the contract to PAL General Engineering, Inc. in the amount of 3,709,079.35 and authorized a 15% contingency in the amount of $556,362.00 for any unforeseen changes. Staff did not recommend awarding the additive bids at the time.

The Notice to Proceed with construction was issued on August 12, 2013, with a construction start date of August 13, 2013.

In March 18, 2014 City Council adopted Resolution No. 2014-30 authorizing the Mayor to execute Change Order No. 7 to the 8th Street Smart Growth Revitalization contract with PAL General Engineering, Inc. for the lump sum amount of $707,769.09 to procure all street light standards and LED fixtures, decorative poles, and projection lights consistent with the amended lighting plans and project specifications.

The Notice of Completion was filed with the San Diego County Recorder's Office on September 16, 2015.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by $1,374,112.20, while line item adjustments decreased the contract by $252,302.38, for a net increase of $1,121,809.62 to the contract. This results in a 30.2% contract increase for a final contract balance of $4,830,889.17.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of PAL General Engineering, Inc. for the 8th Street Smart Growth Revitalization Project, CIP No. 12-13, 2) approve the final contract amount of $4,830,889.17, 3) authorize the release of retention in the amount of $91,544.52, and 4) ratify the filing of a Notice of Completion for the project.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on July 10, 2015 of the 8TH Street Smart Growth Revitalization, CIP No. 12-13

Work of improvement or portion of work of improvement under construction or alteration.

Various locations in National City, CA 91950

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property: Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with **Pal General Engineering, Inc.**

Name of Original Contractor

The following work and material were supplied: Labor provided: General Laborer. Materials: Concrete, asphalt, irrigation supplies, traffic control supplies. Equipment: paving equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: August 4, 2015;

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on August 4, 2015 at, National City, California.

Signature:
RON MORRISON, MAYOR

Noc09-05

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:
City Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

AND WHEN RECORDED MAIL TO:
City Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

DOC# 2015-0488572

Sep 18, 2015 11:38 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: $0.00

PAGES: 2

THIS SPACE FOR RECORDER'S USE ONLY

(Note: This document is recorded on behalf of the City of National City, a municipal corporation, and is exempt from Recorder's fees pursuant to Government Code Section 27383)

NOTICE OF COMPLETION: 8TH STREET SMART GROWTH REVITALIZATION, CIP NO. 12-13

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

FINAL CONTRACT BALANCE

DATE: July 10, 2015

PROJECT: 8th Street Smart Growth Revitalization
FY 12-13
Specification No. 12-13

TO: PAL General Engineering Inc.
5374 Eastgate Mall
San Diego, CA 92121

ORIGINAL CONTRACT AMOUNT:	$3,709,079.35
START DATE:	August 28, 2013
COMPLETION DATE:	July 10, 2015
ORIGINAL CONTRACT LENGTH:	240 Working Days
EXTENTION OF WORK DAYS:	190 Working Days
TOTAL CONTRACT TIME:	430 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1. The contractor requested to move the phasing of the median and median light work on 8th from the beginning of the project to the end of the project in order to facilitate more traffic control options in an effort to enhance project efficiency. This Change Order resulted in a no change to the contract in the amount of **$ 0.00.**

Change Order #2. This change order will allow the Contractor to purchase the anchor bolts for all the street lighting foundations for the project so that the city does not have to procure the items on its own. This Change Order total amount was **$ 13,839.99.**

Change Order #3. This change order is to use hot melt thermoplastic in lieu of preformed thermoplastic for a cost savings to the city and still achieve the same goal. This Change Order reduced the contract amount by **$ (29,258.17).**

FINAL CONTRACT BALANCE
8th Street Smart Growth
Specification No. 12-13

Change Order #4. This change order is to install new temporary railroad striping at Harbor Drive and 8th street train tracks because there is currently no striping at this location. This Change Order total amount was **$ 1,622.25.**

Change Order #5. Improvements are needed for striping, markings, removals and signs on A Avenue between National City Boulevard and 12th Street to increase the number of available parking spaces. This Change Order total amount was **$ 7,019.25.**

Change Order #6 The Resident Engineer reviewed the existing soil conditions and recommends that #4 rebar 24" on center both directions be added to the concrete section for the bus stop pads to strengthen the tensile strength to handle the expected increased loads. This Change Order total amount was **$ 6,563.46.**

Change Order #7. The street light standards and fixtures, decorative poles and project lights are not part of the original contract. This change order provides for the procurement of all the street light standards, LED fixtures, decorative poles and projection lights for under the I-5 overpass that are required for the completion of the street lighting and art elements of the project. This Change Order total amount was **$ 707,769.09.**

Change Order #8. There are 3 Mexican Fan Palms at the Northwest corner of 8th Street and F Avenue that are in conflict with the new improvements. The Engineer recommends that they be removed for the new planter area to be properly installed. This Change Order total amount was **$ 1,144.50.**

Change Order #9. The Engineer found a grade conflict with the sidewalk layout of the new improvements at Station 47+50. To fix make the grades ADA compliant.. The work proceeded by time and materials under the direction of the Engineer. This Change Order total amount was **$ 655.92.**

Change Order #10. The City Engineer requests additional striping, and markings on 16th Street and Highland Avenue and behind City Hall at the handicap stall that were not included in the original contract. This Change Order total amount was **$ 4,189.50.**

Change Order #11. The Engineer directed the contractor to remove the driveway at 333 8th Street because the grades were in conflict with the new sidewalk, curb and gutter improvements. This Change Order total amount was **$ 277.20.**

Change Order #12. Unsuitable subgrade was discovered on the North Side of 8th Street between stations 41+30 to 42+30 and 47+00 to 49+25. The contractor was directed by the engineer to process the material but still did not pass compaction testing. Ninyo & Moore visited the site to give recommendations on a cost effective street section to pass compaction

testing. Under the direction of the engineer and per Ninyo & Moore's Memorandum dated 3/20/14, the Contractor shall remove and dispose of unsuitable subgrade and replace with 12" Thick 3-Sack Slurry. This Change Order total amount was **$ 16,500.**

Change Order # 13. To provide a uniform finish and look the City Engineer directs the Contractor to proceed with additive item A-7 "Procure Decorative Paving P-1 & Install Decorative Paving P-1 per Manufacturer's Specifications." The plans state that any pavers installed East of D Avenue along 8th Street to be additive item A-7. This Change Order total amount was **$ 28,710.00.**

Change Order # 14. To provide a safe pedestrian barrier between the sidewalk and Bio-Retention/Planter areas the City Engineer directs the Contractor to install SDRSD G-6 Type B-3 Curb around the perimeter of the existing Bio-Retention/ Planter areas. This Change Order total amount was **$ 20,286.00.**

Change Order #15. To provide a safe pedestrian barrier between the sidewalk and Bio-Retention/Planter areas the City Engineer directs the Contractor to install SDRSD G-6 Type B-3 Curb around the perimeter of the Bio-Retention/ Planter areas. This Change Order total amount was **$ 37,925.00.**

Change Order #16. During set up for improvement installation on 8th between F Ave to G Ave discrepancies were discovered between the design and existing conditions. The engineer was contacted immediately and the contractor experienced idle time for manpower and equipment during the redesign and the contractor re-graded, re-compacted and reset the forms for the improvements. This Change Order total amount was **$ 1,645.78.**

Change Order # 17. The original plans were revised on the Northwest corner of 8th Street and E Avenue because the bulbout extended into a current driveway with a gate. The revised plans were changed to shrink the bulbout radius and to replace the driveway. During the construction the gate loop detectors were taken out and needed to be replaced. This Change Order total amount was **$ 1,890.00.**

Change Order #18. Unsuitable subgrade was discovered during excavation of the street section on the North side of 8th Street at the G Avenue intersection between stations 49+00 and 50+40. Ninyo & Moore visited the site to give recommendations on a cost effective street section to pass compaction testing. Under the direction of the Engineer and per Ninyo & Moore's Memorandum dated 4/1/14, the Contractor shall remove and dispose 12" of the unsuitable subgrade and replace with a layer of Tensar Biaxial Geogrid and crushed aggregate base. This Change Order total amount was **$ 16,293.00.**

FINAL CONTRACT BALANCE
8th Street Smart Growth
Specification No. 12-13

Change Order #19. Unsuitable subgrade was discovered during excavation of the street section on the South side of 8th Street at the A Avenue intersection between stations 28+50 and 30+50. Ninyo & Moore visited the site to give recommendations on a cost effective street section to pass compaction testing. Under the direction of the Engineer and per Ninyo & Moore's Memorandum dated 4/23/14, the Contractor shall remove and dispose 12" of the unsuitable subgrade and replace with a layer of Tensar Biaxial Geogrid and crushed aggregate base. This Change Order total amount was **$ 15,120.00.**

Change Order #20. Unsuitable subgrade was discovered during excavation of the street section on the North side of 8th Street between A Avenue and C Avenue between stations 30+50 and 36+00. Southern California Soils and Testing (SCST) visited the site to give recommendations on a cost effective street section to pass compaction testing. Under the direction of the Engineer and per SCST Memorandum dated 5/19/14, the Contractor shall place 1 layer of Geogrid TX5 with at least 6 inches of Aggregate Base. If the surface is still yielding another layer of geogrid shall be placed. Aggregate base is paid under line item 52. This Change Order total amount was **$ 8,120.70.**

Change Order #21. To reduce the potential for reflective cracking it was recommended per Ninyo & Moore's memorandum dated 4/24/14 to place a layer of Tensar Glasgrid on top of the existing concrete prior to placement of the AC overlay. The contractor proceeded under the direction of the Engineer and installed approximately 18,531 SF of Glasgrid 8501 on 8th Street between National City Boulevard and B Avenue. This Change Order total amount was **$ 14,593.16.**

Change Order #22. 6"-8" of concrete pavement was discovered beneath the asphalt along all of 8th Street from National City Boulevard to Highland Avenue outside the indicated areas on the plans. Concrete had to be removed to make the required grades. The original concrete pavement removals shown on the plans are 24,322 SF. Under direction of the Engineer the total concrete removed for this change order is 34,378 SF and is illustrated on the attached documents, exceeding the original contract amount by 10,056 SF. This Change Order total amount was **$ 30,168.00.**

Change Order #23. A water service line was discovered within the planter area at the Southwest corner of C Avenue and 8th Street and needs to be relocated below the planter grade to not be in conflict with the new improvements. The attached price is for the Subcontractor only. This Change Order total amount was **$ 3,454,50.**

Change Order #24. The following changes are from the Electrical Redesign: delete Line Item 91, 94, 96, 97 and 99. Create line Items 91A "Install #3 Pull box", 91B "Install #5 Pull box", 97A "Install #10 THW Wire (S)", 97B "Install #8 THW Wire (S)", 97C "Install Low Voltage Wire (S)", 99A " Install #10 CU Ground Wire (S)", 99B "Install #8 CU Ground Wire (S)", 100 "Install Light Controller", 101 "Install 15A Circuit Breaker", 102 "Install Time Clock 15A 2P Lighting

Contactor", 103 "Install Time Clock 15A 6P Lighting Contactor", and 104 "Install Time Clock 15A 12P Lighting Contactor". For units, quantities and prices please refer to Attachment "A." This Change Order total amount will be reflected in the line items.

Change Order #25. Curb and Gutter had to be redesigned between B and C Avenue to accommodate an SDGE box not being adjusted. The curb and gutter from station 33+90 to 34+70 had to be moved back 1 foot to make the required grades due to SDG&E's inability to relocate the box. The Contractor proceeded under the direction of the Engineer. This Change Order total amount was **$ 1,311.00.**

Change Order #26. Unforeseen conditions have been discovered throughout the project for which change orders have been previously issued to account the differences in costs and some changes have not required change orders. Many of these changes have increased the number working days required to complete the project. The City has also allowed street closures in both a singular and dual directions and allowed certain street sections to remain to reduce contract time. This change order addresses all contract time issues up to the date of its execution. All of the cost issues have been addressed in previous change orders and in adjustments to line items. This Change Order resulted in a time only change order adding **35 Working Days** to the Contract in the amount off **$ 0.00.**

Change Order #27. The Strongbox backflow enclosures SBBC-30SS did not fit over the backflow devices as designed and had to be upgraded to the larger enclosures SBBC-45SS. The SBBC-30SS was specifically called out in the plans and was an approved submittal. This Change Order total amount was **$ 1,174.82.**

Change Order #28. To provide a uniform finish and look the City Engineer directed the Contractor to proceed with additive item A-10 "Procure and Install Palm Trees (Syg Rom) between D and Highland." The plans state that any Palm Trees installed East of D Avenue along 8th Street to be additive item A-10. This Change Order total amount was **$ 28,500.**

Change Order #29. To reduce the potential for reflective cracking it was recommended per Ninyo & Moore's memorandum dated 4/24/14 to place a layer of Tensar Glasgrid on top of the existing concrete prior to placement of the AC overlay. The contractor proceeded under the direction of the Engineer and installed approximately 51,975 SF of Glasgrid 8501 on 8th Street between D Avenue and Highland Avenue. This Change Order total amount was **$ 40,930.31.**

Change Order #30. Three Service Meter Pedestals along 8th Street failed SDGE Inspection and required Bollards to be installed at these locations. The Meter Pedestals were too close to the travel lane and raised a safety concern that required Bollards per SDGE Specifications. These locations were 201 1/2 W 8th St, 411 1/2 E 8th St, and 616 1/2 E 8th Street. This Change Order total amount was **$ 2,802.45.**

FINAL CONTRACT BALANCE
8th Street Smart Growth
Specification No. 12-13

Change Order #31. The Contractor installed 4 street light base plates per contract plans for Type C Poles, however, the plans were incorrect and the base plates did not work for the Type C Poles. Instead of getting new base plates these could be modified to fit the Type C Poles. This Change Order total amount was **$ 1,863.56.**

Change Order #32. To reduce the potential for reflective cracking it was recommended per Southern California Soil & Testing report dated 6/19/14 to place a layer of Tensar GlasPave50 on top of the existing concrete prior to placement of the AC overlay. The contractor proceeded under the direction of the Engineer and installed approximately 13,515 SF of GlasPave50 on 8th Street between B Avenue and D Avenue. This Change Order total amount was **$ 5,676.30.**

Change Order #33. To reduce the potential for reflective cracking it was recommended per Ninyo & Moore's memorandum dated 4/24/14 to place a layer of Tensar Glasgrid on top of the existing concrete prior to placement of the AC overlay. The contractor proceeded under the direction of the Engineer and installed approximately 3,270 SF of Glasgrid 8501 on 8th Street between D Avenue and Highland Avenue. This Change Order total amount was **$ 2,452.50.**

Change Order #34. Sidewalk panels within the project limits from National City Boulevard to the MTS crossing were in bad condition and did not meet ADA standards. Under the direction of the Engineer the Contractor proceeded with removing and replacing 1,000 square feet of sidewalk. This Change Order total amount was **$ 7,000.**

Change Order #35. The 2" grind and overlay would not be sufficient to repair the bad sections of asphalt along 8th Street between National City Boulevard and the MTS Crossing. To provide a sound street section the City Engineer directed the Contractor to proceed with additive item A-1 "Deep Lift 8" AC Pavement Removal and Replacement." This Change Order total amount was **$ 100,000.00.**

Change Order #36. The Soil adjacent to the concrete inlets within the planters was being eroded because of the elevation difference and flow of water. To fix this issue the Contractor shall procure and install Mexican Sunburst Cobble on top of the concrete inlet and place a cluster of cobbles at the outlet of the planters. This Change Order total amount was **$ 21,593.94.**

Change Order #37. For maintenance purposes the City Engineer directed to remove all plants within the medians. To replace the plants within the medians the Contractor shall procure and install fabric, boulders and decomposed granite. This Change Order total amount was **$ 31,607.43.**

Change Order #38. To improve the overall pedestrian path on the North side of 8th Street between the I-5 Bridge and MTS Crossing the City Engineer directed that the Contractor shall remove 19 tree wells and replace with concrete sidewalk. This price also includes the removal

and stump grind of 10 Trees within the tree wells. This Change Order total amount was **$ 9,765.00.**

Change Order #39. 6"-8" of concrete pavement was discovered beneath the asphalt along all of 8th Street from National City Boulevard to Highland Avenue outside the indicated areas on the plans. Concrete had to be removed to make the required grades. Under direction of the Engineer the total concrete removed for this change order is 36,171 SF and is illustrated on the attached documents. This Change Order total amount was **$ 108,513.00.**

Change Order #40. A concrete tree grate and frame had to be demolished adjacent to the new improvements on the NW corner of 8th Street and B Avenue. The Contractor shall procure and install decomposed granite within the Tree well with protecting the existing Tree with a PVC ring. This Change Order total amount was **$ 750.00.**

Change Order #41. The D-25 curb outlet located at 133 West 8th Street had been damaged and needs to be replaced. The contractor shall remove and replace the D-25 curb outlet with an additional support bolt from SDRSD D-12. This Change Order total amount was **$ 2,700.00.**

Change Order #42. To improve the overall asphalt surface on 8th Street between National City Boulevard and the MTS crossing the City Engineer directed Type 2 Rubberized Emulsion Aggregate Slurry (REAS) be placed. This Change Order total amount was **$ 2,700.00.**

Change Order #43. Per Bulletin #2, raising the soil to satisfy the new design required all trees and irrigation (irrigation control valves, ICV Boxes and sprinkler heads) to be raised for planter areas already installed. The Contractor proceeded under the direction of the Engineer. This Change Order total amount was **$ 18,077.54.**

Change Order #44. The original plans called for Desert Gold decomposed granite to be installed at the NE corner of D Avenue, to match the median decomposed granite the plans were revised to have Amber Cloud DG placed. This change order covers the cost for the difference in materials. This Change Order total amount was **$ 654.38.**

Change Order #45. Additional amendments were added to Topsoil A per recommendations from KTUA and Wallace Laboratories. This Change Order covers the additional costs for the amended topsoil. This Change Order total amount was **$ 940.13.**

Change Order #46. Idle time due to NCPD shutdown due to no noise permit for the work in front of Big Ben's Market entrance. Contractor requested work start at 5:00am to accommodate Big Ben's Market and the City approved the early start but still got shut down by NCPD. This Change Order total amount was **$ 2,026.45.**

FINAL CONTRACT BALANCE
8th Street Smart Growth
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Change Order #47. Plans called for an A-4 cleanout to be installed at the end of the Storm Drain run on the south side of 8th Street near National City Boulevard. After review of the Plans the Engineer directed a standard cleanout per SDRSD SC-01 be installed. The Contractor proceeded under the direction of the Engineer. This Change Order total amount was **$ 2,000.00.**

Change Order #48. Unsuitable subgrade was discovered during excavation of the street section per attached plans. Southern California Soils and Testing (SCST) visited the site to give recommendations on a cost effective street section to pass compaction testing. Under the direction of the Engineer and per SCST Memorandum dated 5/19/14, the Contractor shall place 1 layer of Geogrid TX5 with at least 6 inches of Aggregate Base. If the surface is still yielding another layer of geogrid shall be placed. Aggregate base is paid under line item 52. This Change Order total amount was **$ 10,482.57.**

Change Order #49. At the pedestrian island refuge crosswalk near the MTS Tracks a separate pedestrian push button post was required to meet ADA standards for the Pedestrian Flasher System installed at the crosswalk. This Change Order total amount was **$ 3,381.71.**

Change Order #50. 6"-8" of concrete pavement was discovered beneath the asphalt along all of 8th Street from National City Boulevard to Highland Avenue outside the indicated areas on the plans. Additional sawcutting through the 6-8" of concrete pavement was required for the installation of the storm drain on the North and South sides of 8th Street. The total linear foot of sawcutting required for the storm drain trench was 9160. The calculated LF price for additional sawcutting was $2.19 per LF creating a total cost of $20,060.40. This Change Order total amount was **$ 20,060,40.**

Change Order #51. This change order provides a deduction to Change Order #7 for not procuring the Projector Lights. The City did not proceed with the art element under the bridge therefore the projector lights and additional LED Lights were not necessary. This Change Order total amount was **$ (33,680.41).**

Change Order #52. Due to unforeseen utility delays with SDGE and AT&T power poles and previously mentioned change orders additional days will be added to the Contract. This Change Order resulted in a time only change order adding **164 Working Days** to the Contract in the amount of **$ 0.00.**

All Change Orders listed above increased the total contract Working Days by **199.**
All Change Orders listed above increased the total contract amount **$ 1,374,112.20.**

Original Contract Amount=	$ 3,709,079.35
Change Order Totals =	$ 1,374,112.20
New Contract Amount =	$ 5,083,191.55
Final Contract Balance =	$ 4,830,889.17

FINAL CONTRACT BALANCE
8th Street Smart Growth
Specification No. 12-13

Contract Savings from line item adjustments = **$ 252,302.38** (New Contract Balance – Final Contract)

$ 707,779.09 was for purchase of Street Lights which were originally to be purchased through the City. Change order amount without Street Lights = $666,343.11
$ 252,302.38 project savings reduces the change orders to $414,040.73
$ 556,362 Project Contingency
$ 142,321.27 Contingency Remaining

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **$ 4,830,889.17.**
2. As a result of the satisfactory completion of said project, a retention amount of **$ 91,544.52** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. PAL General Engineering Inc. will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of Portillo Concrete, Inc. for the Highland Avenue Safety Enhancements Project, CIP No. 13-07, 2) approving the final contract amount of $1,341,109.29, 3) authorizing relea

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work of Portillo Concrete, Inc. for the Highland Avenue Safety Enhancements Project, CIP No. 13-07, 2) approving the final contract amount of $1,341,109.29, 3) authorizing release of retention in the amount of $67,055.46, and 4) authorizing the Mayor to sign the Notice of Completion for the Project.

PREPARED BY: Jose Lopez, Civil Engineering Tech. **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4312 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Retention available in account: 296-409-500-598-6570

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Sheet
4. Resolution

EXPLANATION

The Highland Avenue Safety Enhancements Project, CIP No. 13-07, proposed traffic calming and pedestrian safety enhancements on Highland Avenue between Division Street and East 8th Street. Improvements included reducing the roadway from four lanes to two lanes with left turn lanes, corner bulb-outs and pedestrian refuge islands at intersections, ADA enhancements, new street lights, and conversion of parallel parking to angle parking on the east side of the street to increase available parking.

On November 11, 2014, the bid solicitation was advertised in local newspapers and posted on the City's website.

On December 4, 2014, six (6) sealed bids were received by the 10:00 AM deadline, opened, and publically disclosed. Just Construction, Inc. was the apparent low bidder with a total bid amount of $1,320,757.50. After reviewing Just Construction's bid proposal, their bid was deemed "non-responsive" since a unit price was not provided for one of the line items of work.

Portillo Concrete, Inc. was the second apparent low bidder with a total bid amount of $1,379,220.00. Upon review of all documents submitted and reference checks, Portillo Concrete, Inc.'s bid was responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On December 16, 2014, the City Council adopted Resolution No. 2014-181 awarding the contract to Portillo Concrete, Inc. in the amount of $1,379,220 and authorized a 15% contingency in the amount of $206,883 for any unforeseen changes.

The Notice to Proceed with construction was issued on February 5, 2015, with a construction start date of February 9, 2015.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by $77,082.69, while line item adjustments decreased the contract by $115,193.40, for a net decrease of $38,110.71 to the contract. This results in a 2.8% contract decrease for a final contract balance of $1,341,109.29.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of Portillo Concrete, Inc. for the Highland Avenue Safety Enhancements Project, CIP No. 13-07, 2) approve the final contract amount of $1,341,109.29, 3) authorize the release of retention in the amount of $67,055.46, and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on April 2, 2016 of the Highland Avenue Safety Enhancements Project, CIP No. 13-07

Work of improvement or portion of work of improvement under construction or alteration.

Highland Avenue between E. 8th Street and Division Street, National City, CA 91950

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property: Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with **Portillo Concrete, Inc.**

Name of Original Contractor

The following work and material were supplied: Labor provided: General Laborer. Materials: Concrete, asphalt, Street Lighting, signing, and striping. Equipment: Paving and excavation equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: April 2, 2016; _____

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on April 2, 2016 at, National City, California.

Signature: _____
RON MORRISON, MAYOR

Noc. 13-07

FINAL CONTRACT BALANCE

DATE: April 4, 2016

PROJECT: Highland Avenue Safety Enhancements
FY 14-15
CIP No. 13-07

TO: Portillo Concrete Inc.
3527 Citrus St.
Lemon Grove, CA 91945

ORIGINAL CONTRACT AMOUNT:	$1,379,220.00
START DATE:	March 23, 2015
COMPLETION DATE:	April 1, 2016
ORIGINAL CONTRACT LENGTH:	120 Working Days
EXTENTION OF WORK DAYS:	131 Working Days
TOTAL CONTRACT TIME:	251 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1. Gunite was needed at the ends of the CMU wall on the South side of 8th Street between K Avenue and L Avenue to prevent erosion and provide a uniform finish. The work proceeded by time and materials under the direction of the Engineer. This Change Order total amount was **$ 2,297.02.**

Change Order #2. Southbound Highland approaching 8th Street had to be restriped to one lane to accommodate the turning radius of the MTS buses turning right onto 8th Street. Under the direction of the Engineer the Contractor proceeded with the work. This Change Order total amount was **$ 3,197.25.**

Change Order #3. A street light foundation was poured on the east side of Highland Ave and 7th Street within the bulbout per plans, however, after review the location of all the streets lights

were going to be moved back further from the face of the curb for safety reasons. This change order covers the cost to demo and relocate the street light foundation. This Change Order total amount was **$ 3,110.46.**

Change Order #4. At the intersection of Highland Avenue and Division Street the NE, SE and SW corner pedestrian ramps/ crosswalks did not meet ADA standards for pedestrian push buttons. 3 separate push button posts had to be installed at the above locations. This Change Order total amount was **$ 5,985.44.**

Change Order #5. Unforeseen issues were encountered with the original design and had to be revised. The issues consisted of revising pedestrian ramps at Highland Ave and Division St. to meet ADA standards (3 contract days), revising the bulbouts throughout the project to reduce the removal of street section (10 contract days) and revising median layouts to accommodate business driveways (5 contract days). This Change Order resulted in a time only change order adding **18 Working Days** to the Contract in the amount of **$ 0.00.**

Change Order #6. SDGE shutdown the electrical subcontractors operation of taking down the existing light poles on 9/14/15 because the lights were discovered to be owned by SDGE. After negotiation with SDGE the electrical subcontractor was able to proceed again with taking down the existing SDGE lights on 9/28/15. From the above dates mentioned the Contractor was delayed 10 working days. This Change Order resulted in a time only change order adding **10 Working Days** to the Contract in the amount of **$ 0.00.**

Change Order #7. At the intersection of Highland Avenue and 8th Street the NW corner bulbout created issues with the MTS buses not being able to make the turning radius. Under direction of the Engineer the Contractor proceeded under T&M to demo and replace the curb & gutter, sidewalk, pedestrian ramp and street section at the NW corner of 8th Street and Highland Avenue. This Change Order total amount was **$ 3,782.16.**

Change Order #8. At the intersection of Highland Avenue and 8th Street the NW and SW corner pedestrian ramps/ crosswalks did not meet ADA standards for pedestrian push buttons. 2 separate push button posts had to be installed at the above locations. This Change Order total amount was **$ 5,321.32.**

Change Order #9. A revised signing and striping plan was created to enhance pedestrian and driver safety with additional signs and pavement markings. The Contractor proceeded with the revised signing and striping plan under the direction of the Engineer. This Change Order total amount was **$ 18,648.**

Change Order #10. The specified grates in the plans did not meet ADA standards with having greater than 1/2" inch opening for a pedestrian path. Under the direction of the Engineer the

FINAL CONTRACT BALANCE
Highland Avenue Safety Enhancements
CIP No. 13-07

Contractor returned the original grates and replaced them with grates that met ADA standards. This Change Order total amount was **$ 11,521.97.**

Change Order #11. The revised grates that met ADA standards were only available as 17" wide trench grates. Additional form work was required to reduce the trench width from 24" to the new 17". Under the direction of the Engineer the Contractor proceeded with reducing the width of trench to accommodate the 17" grates. This Change Order total amount was **$ 11,450.40.**

Change Order #12. At the intersection of Highland Avenue and 8th Street the SW corner pedestrian ramp/ crosswalk did not meet ADA standards for pedestrian push buttons. One type 1A pole with pedestrian push buttons had to be installed at the above location. This Change Order total amount was **$ 4,466.21.**

Change Order #13. The median layouts were adjusted to accommodate the entrances of businesses. With the new layouts the overall square feet of line item 10, Stamped & Colored PCC Median (4" Thick), was decreased more than 25%. The bid quantity being 5,650 SF and the final measured quantity of 2,978 SF created a 47% reduction. Per section 3-2.2.3 the Contractor requested an adjustment in payment because of the reduction of quantity and loss of continuity of work. The work was stopped and redesigned with the new layout. This Change Order total amount was **$ 3,206.40.**

Change Order #14. The bulbout grades were redesigned to greatly reduce the amount of asphalt street section being removed and replaced. With the new design the overall tons of line item 20, Construct 5" asphalt concrete, was decreased more than 25%. The bid quantity being 148 tons and the final measured tons of 67.66 created a 54% reduction. Per section 3-2.2.3 the Contractor requested an adjustment in payment because of the loss of production and creating small patches at 6 different locations. This Change Order total amount was **$ 2,229.44.**

Change Order #15. The green bike boxes at Highland Avenue and 4th Street were damaged during installation of pedestrian ramps and needed to be repaired. The Contract for Highland Avenue was accepted before the installation of the green bike boxes for the Community Corridors Project. Under the direction of the Engineer the Contractor proceeded with repairing the green bike boxes. This Change Order total amount was **$ 787.50.**

Change Order #15. New wire had to be pulled to repair the safety light above the traffic signal at the SW corner of Highland Avenue and 8th Street. Under the direction of the Engineer the Contractor proceeded under time and materials with repairing the safety light. This Change Order total amount was **$ 1,079.12.**

Change Order #17. This Change order summarizes all the additional working days needed throughout the project. REAS placement was delayed to accommodate businesses and

residents creating 17 additional working days. Revised ADA pedestrian grates created 20 additional working days to procure and install. Reconstruction of bulbout at 8th and Highland for MTS created 5 additional working days. Procure and install new pedestrian push buttons at Highland and 8th, 10 additional working days. Revised signing and striping plan 10 additional working days. Procure and install additional light pole and fixture, 36 additional working days. This Change Order resulted in a time only change order adding **98 Working Days** to the Contract in the amount of **$ 0.00.**

All Change Orders listed above increased the total contract Working Days by **131.**
All Change Orders listed above increased the total contract amount **$ 77,082.69.**

There were numerous line item adjustments that resulted in an overall project deduct of **$ 38,110.71**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **$ 1,341,109.29.**
2. As a result of the satisfactory completion of said project, a retention amount of **$ 67,055.46** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process by piggybacking Western States Contracting Alliance (WSCA) contract MNWNC-108, and authorizing the purchase from Dell Inc. of Enterprise Servers for an amount not to excee

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.** __

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process by piggybacking Western States Contracting Alliance (WSCA) contract MNWNC-108, and authorizing the purchase from Dell Inc. of Enterprise Servers for an amount not to exceed $100,480.

PREPARED BY: Ron Williams **DEPARTMENT:** Administrative Services

PHONE: 619-336-4373 **APPROVED BY:** _____

EXPLANATION:

The two main Virtualization Enterprise Servers are approaching support End Of Life (EOL). As a result, software updates and spare parts will become increasingly difficult to obtain when hardware or software issues occur. These systems provide the computing platforms which run the City's essential information systems applications (Microsoft Exchange Email, Eden Financials, Vision Intranet, Questys Records Management, etc...). New Virtualization Enterprise Servers would provide advanced virtualization technologies to support the latest innovations in Data Center Infrastructure management.

It is requested that Council waive the formal bidding requirements as allowed in Chapter 2.60.260 of the Municipal Code, and award the purchase to Dell Inc., for the following reasons:

1. Piggyback State of California Western States Contracting Alliance (WSCA) contract MNWNC-108
2. The price has been determined to be competitive within the industry.
3. No further purpose would be served by issuing a formal bid at this point in the process.

FINANCIAL STATEMENT: **APPROVED:** Mark Rabotz **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

Funds are appropriated in account # 629-417-082-502-0000

ENVIRONMENTAL REVIEW:

This is not a project, therefore does not require environmental review

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends authorizing the purchase from Dell Inc. of the Virtualization Enterprise Servers

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Quote, Contract Information

Quote 1021476026468.1
CITY OF NATIONAL CITY

Salesperson

Salesperson Name
Nick Lauck

Salesperson Email
Nicholas_Lauck@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
5139099

Quote Details

Quote Date
04/07/2016

Quote Validity
05/07/2016

Solution ID
-

Billing Details

Company Name
CITY OF NATIONAL CITY

Customer Number
335073

Phone Number
1 (619) 3364374

Address
1243 NATIONAL CITY BLVD
NATIONAL CITY
CA
91950
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R930	1	$46,467.00	$46,467.00
PowerEdge R930	1	$46,467.00	$46,467.00

Subtotal	$92,934.00
Tax	$7,545.74
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$100,479.74**

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Nick Lauck

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details by Shipment

Shipping Group 1

Shipping Contact:		Subtotal	$92,934.00
Shipping Phone No:	1 (619) 3364370	Tax	$7,545.74
Shipping via:	Standard Ground	Shipping and Handling	$0.00
Shipping Address:	NATIONAL CITY PURCHASING W/H 2100 HOOVER AVE NATIONAL CITY CA 91950 US	Environmental Fee	$0.00
		Total	$100,479.74

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R930	1	$46,467.00	$46,467.00

Estimated Delivery Date: 05/23/2016
Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

210-AEKL	PowerEdge R930	1	-	-
329-BCNK	PowerEdge R930 Motherboard, No TPM	1	-	-
321-BBQY	2.5" Chassis with up to 24 Hard Drives	1	-	-
338-BHCZ	2x Intel Xeon E7-8867 v3 2.5GHz,45M Cache,9.6GT/s QPI,Turbo,HT,16C/32T (165W) Max Mem 1867 MHz	1	-	-
374-BBFV	No 3rd/4th CPU	1	-	-
370-AAWH	Qty 4 Memory Riser Fillers for PE R920	1	-	-
370-ACCF	DIMM Blanks for Systems with 2 Processor	1	-	-
370-ACCJ	Qty 4 Memory Risers for PE R930	1	-	-
412-AABQ	Processor Blanks for PowerEdge R920	1	-	-
370-ABUF	2133MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
370-ABVW	32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width	32	-	-
780-BBDL	No RAID for H330/H730P (1-24 HDDs)	1	-	-
405-AAJB	PERC H730P Adapter RAID Controller, 2GB NV Cache	1	-	-

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400-ADCQ	800GB Solid State Drive SAS Read Intensive MLC 12Gbps 2.5in Hot-plug Drive	12	-	-
407-BBEQ	SFP+, Short Range, Optical Tranceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom	1	-	-
407-BBEQ	SFP+, Short Range, Optical Tranceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom	1	-	-
540-BBBY	QLogic 57800 2x10Gb DA/SFP+ + 2x1Gb BT Network Daughter Card	1	-	-
540-BBDD	Intel Ethernet I350 QP 1Gb Server Adapter	3	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
330-BBCF	Internal Dual SD Module	1	-	-
385-BBCF	Redundant SD Cards Enabled	1	-	-
385-BBII	16GB SD Card For IDSDM	1	-	-
385-BBII	16GB SD Card For IDSDM	1	-	-
429-AAOQ	DVD+/-RW SATA Internal for 4HD Chassis	1	-	-
350-BBCT	Bezel	1	-	-
770-BBCK	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-AENR	2+2 Power Supply, Redundant Configuration, 1100W	1	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	4	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
634-BDXD	VMware ESXi 6.0 U1 Embedded Image on Flash Media	1	-	-
634-BBLL	OpenManage Integration for VMware vCenter - single instance - 1 host increment, 3 year license	1	-	-
340-AOPM	PowerEdge R930 Shipping	1	-	-
332-1286	US Order	1	-	-
803-2747	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
803-2765	ProSupport Plus: 7x24 Next Business Day Onsite Service,4 Year	1	-	-
803-2766	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 4 Year	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R930	1	$46,467.00	$46,467.00

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Estimated Delivery Date: 05/23/2016
Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

210-AEKL	PowerEdge R930	1	-	-
329-BCNK	PowerEdge R930 Motherboard, No TPM	1	-	-
321-BBQY	2.5" Chassis with up to 24 Hard Drives	1	-	-
338-BHCZ	2x Intel Xeon E7-8867 v3 2.5GHz,45M Cache,9.6GT/s QPI,Turbo,HT,16C/32T (165W) Max Mem 1867 MHz	1	-	-
374-BBFV	No 3rd/4th CPU	1	-	-
370-AAWH	Qty 4 Memory Riser Fillers for PE R920	1	-	-
370-ACCF	DIMM Blanks for Systems with 2 Processor	1	-	-
370-ACCJ	Qty 4 Memory Risers for PE R930	1	-	-
412-AABQ	Processor Blanks for PowerEdge R920	1	-	-
370-ABUF	2133MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
370-ABVW	32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width	32	-	-
780-BBDL	No RAID for H330/H730P (1-24 HDDs)	1	-	-
405-AAJB	PERC H730P Adapter RAID Controller, 2GB NV Cache	1	-	-
400-ADCQ	800GB Solid State Drive SAS Read Intensive MLC 12Gbps 2.5in Hot-plug Drive	12	-	-
407-BBEQ	SFP+, Short Range, Optical Tranceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom	1	-	-
407-BBEQ	SFP+, Short Range, Optical Tranceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom	1	-	-
540-BBBY	QLogic 57800 2x10Gb DA/SFP+ + 2x1Gb BT Network Daughter Card	1	-	-
540-BBDD	Intel Ethernet I350 QP 1Gb Server Adapter	3	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
330-BBCF	Internal Dual SD Module	1	-	-
385-BBCF	Redundant SD Cards Enabled	1	-	-
385-BBII	16GB SD Card For IDSDM	1	-	-
385-BBII	16GB SD Card For IDSDM	1	-	-
429-AAOQ	DVD+/-RW SATA Internal for 4HD Chassis	1	-	-
350-BBCT	Bezel	1	-	-
770-BBCK	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-AENR	2+2 Power Supply, Redundant Configuration, 1100W	1	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	4	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
634-BDXD	VMware ESXi 6.0 U1 Embedded Image on Flash Media	1	-	-
634-BBLL	OpenManage Integration for VMware vCenter - single instance - 1 host increment, 3 year license	1	-	-
340-AOPM	PowerEdge R930 Shipping	1	-	-

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332-1286	US Order	1	-	-
803-2747	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
803-2765	ProSupport Plus: 7x24 Next Business Day Onsite Service,4 Year	1	-	-
803-2766	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 4 Year	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (http://www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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PARTICIPATING ADDENDUM

NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003

DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 1 – Desktop
Band 2 – Laptop
Band 3 – Tablet
Band 4 – Server
Band 5 – Storage

B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum 7-15-70-34-003
B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Partners are classified as follows:

1) "Authorized Reseller"

a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

   a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
   b. Agents are not authorized to accept orders or payments.
   c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.

B. The report is due even when there is no activity.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	Amanda_Hudson@Dell.com
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	Julie.Matthews@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: CC for JB

Name: Jim Butler

Title: Deputy Director

Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy

Name: Amy Ivy

Title: Contracts Manager

Date: 9/30/15

The following page(s) contain the backup material for Agenda Item: Warrant Register #41 for the period of 04/06/16 through 04/12/16 in the amount of $2,300,911.43. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Warrant Register #41 for the period of 04/06/16 through 04/12/16 in the amount of $2,300,911.43. (Finance)

PREPARED BY: K. Apalategui **DEPARTMENT:** Finance

PHONE: 619-336-4572 **APPROVED BY:** Mark Rakatis

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 04/06/16 through 04/12/16.

Consistent with Department of Finance practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Health Net Inc	322880	71,339.53	Health Net Ins R1192A / Apr 2016
Kaiser Foundation	322886	189,276.00	Ins Active/Grp 104220-0002 Apr 2016
Kimley Horn and Assoc	322891	52,080.30	18th St. Ped. Project
Medifit Community Services	322906	100,742.55	Staffing and Management of Pool / CSD
Tritech Software System	322941	123,450.04	Annual Renewal/Customer Support / MIS
Public Emp Ret System	4072016	359,286.65	Service Period 03/15/16 – 03/28/16

FINANCIAL STATEMENT: **APPROVED:** Mark Rakatis **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

Reimbursement total $2,300,911.43

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of $2,300,911.43

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #41

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #41
4/12/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET	322832	4/12/16	21,062.61
K MART	CHILD CAR SEATS - PUBLIC SAFETY FAIR	322833	4/12/16	2,074.50
3M	INDUCTION LS INSTALLATIONS	322834	4/12/16	4,783.62
AETNA RESOURCES FOR LIVING	EMP ASSISTANCE PROGRAM/APR 2016	322835	4/12/16	805.50
ALDEMCO	CONSUMABLES- NUTRITION CENTER	322836	4/12/16	1,347.44
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	322837	4/12/16	313.15
AMERICAN BACKFLOW SPECIALTIES	PLUMBING SUPPLIES	322838	4/12/16	1,801.07
ARB PERP	REGISTRATION 146930 / PW - GAUT	322839	4/12/16	270.00
ASPEN RISK MANAGEMENT GROUP	FIELD VISIT OBSERVATIONS & EVALS	322840	4/12/16	2,700.00
AT&T	PHONE SERVICES / 6/13/15 - 7/12/15	322841	4/12/16	14,279.87
AT&T MOBILITY	WIRELESS SERVICE / 2/6/16 - 3/5/16	322842	4/12/16	400.51
BEST BEST & KRIEGER ATTNY LAW	PERSONNEL ISSUES	322843	4/12/16	165.00
BOOT WORLD	MOP#64096 SAFETY APPAREL	322844	4/12/16	125.00
BPI PLUMBING	CITY WIDE PLUMBING AND BACKFLOW	322845	4/12/16	935.42
BRIAN COX MECHANICAL INC	CITY WIDE HVAC	322846	4/12/16	130.70
BROADWAY AUTO GLASS	REGULATOR / PW	322847	4/12/16	266.20
C A P F	FIRE LTD / APRIL 2016	322848	4/12/16	780.00
CALIFORNIA DIESEL COMPLIANCE	OPACITY TESTING AND DPF CLEANING / PW	322849	4/12/16	295.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 PLUMBING SUPPLIES	322850	4/12/16	55.44
CALIFORNIA LAW ENFORCEMENT	PD LTD / APRIL 2016	322851	4/12/16	2,058.00
CALIFORNIA PUBLIC	MEMBERSHIP RENEWAL / A VERGARA	322852	4/12/16	135.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / FEB 2016	322853	4/12/16	999.61
CLF WAREHOUSE	DPF CLAMP 14" VOLVO	322854	4/12/16	305.29
COMMERCIAL AQUATIC SERVICE INC	HYPOCHLORITE SOLUTION / PW	322855	4/12/16	951.13
COUNTY OF SAN DIEGO	OBSERVER CLOTHING FOR AUTOPSIES / PD	322856	4/12/16	60.00
COX COMMUNICATIONS	INTERNET SERVICE / MARCH 2016	322857	4/12/16	174.00
COX COMMUNICATIONS	INTERNET SERVICE / MARCH 2016	322858	4/12/16	86.55
CPAG CONSTRUCTION PROJECT	LIABILITY CLAIM COSTS	322859	4/12/16	10,526.53
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT CONSULTANT SVCS	322860	4/12/16	3,250.00
DATA TICKET INC	TICKET APPEALS & ON-LINE ACCESS / MARCH	322861	4/12/16	4,856.35
DAY WIRELESS SYSTEMS	NC FIRE MAINTENANCE CONTRACT / MARCH	322862	4/12/16	843.75
DELL MARKETING L P	DELL MEMORY 4GB 2RX8 MODULES	322863	4/12/16	352.03
DELTA DENTAL	DENTAL INS PREMIER/APR 2016	322864	4/12/16	15,691.24
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / APR 2016	322865	4/12/16	2,721.18
DENTONS US LLP	LIABILITY CLAIM COSTS	322866	4/12/16	5,532.00
DENTONS US LLP	LIABILITY CLAIM COSTS	322867	4/12/16	3,126.26
D-MAX ENGINEERING	NC STORMWATER SERV. FY15-16	322868	4/12/16	13,783.32
D-MAX ENGINEERING	T&A #90112 / RAINTREE COURT PROJECT	322869	4/12/16	745.00
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	322870	4/12/16	1,774.50
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS / PD	322871	4/12/16	49.70
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS, MATERIALS	322872	4/12/16	521.72
FERGUSON ENTERPRISES INC	MOP#45723 PLUMBING SUPPLIES	322873	4/12/16	325.72
GRAINGER	COMBO WRENCH SET	322874	4/12/16	441.61
GRANICUS INC	WEBCAST SVC / APR 2016	322875	4/12/16	1,477.35
HANDY METAL MART	PRIME ALUM TREADBRITE SHEET	322876	4/12/16	80.40
HEALTH NET	HEALTH FULL NETWORK 57135A - APR 2016	322877	4/12/16	5,334.29
HEALTH NET	HEALTH NET INS N5992F / APR 2016	322878	4/12/16	651.54
HEALTH NET	HEALTH INS N5992A / APRIL 2016	322879	4/12/16	543.45
HEALTH NET INC	HEALTH NET INS R1192A / APR 2016	322880	4/12/16	71,339.53

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #41
4/12/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HERNANDEZ, A	REIMB: POST MANAGEMENT	322881	4/12/16	131.26
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	322882	4/12/16	370.60
INNOVATIVE CONSTRUCTION	KIMBALL PARK IMP. PROJECT	322883	4/12/16	46,127.50
IRON MOUNTAIN	RECORDS/DOCUMENT STORAGE	322884	4/12/16	157.00
IBARRA, J	RETIREE HEALTH BENEFITS/APRL 2016	322885	4/12/16	780.00
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE/GRP 104220-0002 APR 2016	322886	4/12/16	189,276.00
KAISER FOUNDATION HEALTH PLANS	RETIREES INS / APR 2016	322887	4/12/16	21,967.84
KAISER FOUNDATION HEALTH PLANS	RETIREES INS / APR 2016	322888	4/12/16	7,572.29
KAISER FOUNDATION HEALTH PLANS	HD HSA INS/GRP 104220-0005 - APR 2016	322889	4/12/16	5,178.68
KEARNY PEARSON FORD	2016 FORD TAURUS VEHICLE / PD	322890	4/12/16	49,477.34
KIMLEY HORN AND ASSOC INC	18TH ST. PED. PROJECT	322891	4/12/16	52,080.30
KOFF & ASSOCIATES	MEA COMPENSATION STUDY / HR	322892	4/12/16	37,260.00
KONE	MECHANIC STRAIGHT TIME / PW	322893	4/12/16	264.90
LASER SAVER INC	MOP 45725 TONER CARTRIDGE / MIS	322894	4/12/16	843.18
LAW ENFORCEMENT TARGETS	Q-T STANDARD Q TARGETS / PD	322895	4/12/16	273.78
LIEBERT CASSIDY WHITMORE	FIRE PAYROLL FLSA AUDIT	322896	4/12/16	585.00
LOPEZ, T	TRANSLATION SERVICES / 4/05/2016	322897	4/12/16	140.00
MARLO'S AUTO SPECIALTIES	REPARI/REFINISH RIGHT FRONT DOOR / PW	322898	4/12/16	470.00
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322899	4/12/16	4,902.25
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322900	4/12/16	2,159.60
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322901	4/12/16	875.00
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322902	4/12/16	577.50
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322903	4/12/16	430.06
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322904	4/12/16	260.03
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322905	4/12/16	35.00
MEDIFIT COMMUNITY SERVICES LLC	STAFFING AND MANAGEMENT OF POOL / CSD	322906	4/12/16	100,742.55
MES CALIFORNIA	SILVEX CLASS A FOAM CONCENTRATE	322907	4/12/16	1,809.17
MEYERS NAVE	LABOR RELATIONS / NEGOTIATION SERVICES	322908	4/12/16	5,841.00
MOSSY NISSAN	PRE PAY OIL CHANGE BENEFITS PACKAGES / PW	322909	4/12/16	75.97
MTS	MTS TROLLEY FLAGGER SERVICE / NSD	322910	4/12/16	65.07
MUNICIPAL CODE CORPORATION	SUPPLEMENT #45, UPDATE 1 / CITY CLERK	322911	4/12/16	911.24
NATIONAL CITY AUTO TRIM	MOP#72441 AUTO PARTS / PW	322912	4/12/16	708.50
NATIONAL CITY TROPHY	MOP#66556 SUPPLIES / PW	322913	4/12/16	199.20
PACIFIC AUTO REPAIR	MOP#72448 AUTO PARTS / PW	322914	4/12/16	55.00
PACIFIC TELEMANAGEMENT SERVICE	PAYPHONE SERVICES / APRIL 2016	322915	4/12/16	228.00
PENSKE FORD	MOP#49078 AUTO PARTS / PW	322916	4/12/16	296.85
PERRY FORD	R & M CITY VEHICLES / PW	322917	4/12/16	545.73
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / PW	322918	4/12/16	163.45
PRO BUILD	MOP 45707 MISC SUPPLIES / NSD	322919	4/12/16	137.21
PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES / PD	322920	4/12/16	4,078.53
PROJECT PROFESSIONALS CORP	12TH & D AVE. PROJECT	322921	4/12/16	30,993.06
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC / NSD	322922	4/12/16	25.08
RANDALL LAMB ASSOCIATES INC	N.C. CORRECTIVE ACTION PROJECT	322923	4/12/16	2,965.00
RED WING SHOES STORE	SAFETY BOOTS / PICHE	322924	4/12/16	125.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / APR 2016	322925	4/12/16	2,598.29
RELY ENVIRONMENTAL	PUBLIC WORKS YARD PROJECT	322926	4/12/16	2,499.61
RICK ALBA APPRAISAL SERVICE	LIABILITY CLAIM COSTS	322927	4/12/16	140.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO PARTS	322928	4/12/16	416.24
SDG&E	GAS & ELECTRIC UTILITIES	322929	4/12/16	27,942.26

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #41
4/12/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	322930	4/12/16	379.94
SMART & FINAL	MOP 45756 MISC SUPPLIES / PD	322931	4/12/16	159.79
SOUTH BAY WINDOW & GLASS CO	CITY WIDE OFF SITE WINDOW REPAIRS / PW	322932	4/12/16	370.60
SOUTH COAST EMERGENCY	VEHICLE PARTS - SEAT CUSHION / PW	322933	4/12/16	2,141.65
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / MIS	322934	4/12/16	351.47
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES / MIS	322935	4/12/16	336.13
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	322936	4/12/16	156.82
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322937	4/12/16	27.32
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	322938	4/12/16	2,093.05
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS/APR 2016	322939	4/12/16	9,487.51
THE STAR NEWS PUBLISHING COMP	ADVERTISING: BID GS1516-5	322940	4/12/16	74.31
TRITECH SOFTWARE SYSTEMS	ANNUAL RENEWAL/CUSTOMER SUPPORT / MIS	322941	4/12/16	123,450.04
U S BANK	CREDIT CARD EXPENSES / HR	322942	4/12/16	445.19
U S HEALTHWORKS	VACCINE / HR	322943	4/12/16	94.00
UNITED PARCEL SERVICE	UPS SHIPMENT	322944	4/12/16	35.70
UNITED RENTALS	EXCAVATOR BUCKET 36"/ PW	322945	4/12/16	8,692.46
VALLEY POWER SYSTEMS INC	PARTS - WASHER/GASKET/SEALANT / PW	322946	4/12/16	3,756.33
VERIZON WIRELESS	CELLULAR SERVICE / 02/24/16 - 03/23/16	322947	4/12/16	399.86
VISION SERVICE PLAN	VISION SVC PLAN (CA) MARCH 2016	322948	4/12/16	403.98
VISTA PAINT	MOP 68834 PAINT / NSD	322949	4/12/16	638.54
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	322950	4/12/16	215.76
WESTFLEX INDUSTRIAL	MOP#63850 SUPPLIES / PW	322951	4/12/16	235.00
			A/P Total	**961,030.65**

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 03/15/16 - 03/28/16	4072016	4/7/16	359,286.65

PAYROLL

Pay period	Start Date	End Date	Check Date	
8	3/29/2016	4/11/2016	4/20/2016	**980,594.13**

GRAND TOTAL **$2,300,911.43**

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 17th OF MAY, 2016.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Warrant Register #42 for the period of 04/13/16 through 04/19/16 in the amount of $911,053.17. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Warrant Register #42 for the period of 04/13/16 through 04/19/16 in the amount of $911,053.17. (Finance)

PREPARED BY: K. Apalategui **DEPARTMENT:** Finance

PHONE: 619-336-4572 **APPROVED BY:**

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 04/13/16 through 04/19/16.

Consistent with Department of Finance practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
New Century Construction	323013	61,404.05	D Ave and 12th St. Project
Vintners Distributors Inc	323044	59,127.90	Refund: T&A #90015 Shell Station
Western Rim Constructors	323045	388,390.04	El Toyon & Kimball Skate Park Project
Tristar Risk Management	987150	98,918.11	March 2016 WC Replenishment

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Reimbursement total $911,053.17

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of $911,053.17

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #42

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #42
4/16/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SDG&E	GAS AND ELECTRIC UTILITIES / S A	322952	4/19/16	221.28
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	322953	4/19/16	3,223.80
AMAZON	BOOKS - LIBRARY	322955	4/19/16	3,236.74
BAKER & TAYLOR	BOOKS- LIBRARY	322956	4/19/16	2,205.14
BRODART CO	BOOKS - LIBRARY	322957	4/19/16	1,340.46
CALIFA GROUP	EARLY LITERACY STATION BILINGUAL / LIBRARY	322958	4/19/16	500.00
CENTRE FOR FAMILY LITERACY	INSTRUCTIONAL GUIDES FOR TUTORS / LIBRARY	322959	4/19/16	97.00
JENSEN, M	REIMBURSEMENT / LIBRARY SUPPLIES	322960	4/19/16	11.40
MATRIX DEVELOPMENT LLC	SUPPORT AND SOFTWARE UPDATES / LIBRARY	322961	4/19/16	695.00
MIDWEST TAPE	DVD'S/AUDIO BOOKS - LIBRARY	322962	4/19/16	190.47
NEW READERS PRESS	WORKBOOKS FOR TUTORS/LEARNERS / LIBRARY	322963	4/19/16	790.56
SIRSIDYNIX 774271	SINGLE PATRON BARCODES / LIBRARY	322964	4/19/16	923.80
THE SHOPPER INC	DVD PROCESSING SUPPLIES-LIBRARY	322965	4/19/16	1,143.67
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES / LIBRARY	322966	4/19/16	98.00
ABNEY, P	REIMB: ANIMAL CARE CONFERENCE / PD	322967	4/19/16	186.96
ACE UNIFORMS & ACCESSORIES INC	ULTRA-COMPACT TACTICAL LIGHT / FIRE	322968	4/19/16	130.78
AIR POLLUTION CONTROL DISTRICT	APCD FEES FOR NC FIRE DEPT	322969	4/19/16	356.00
AK & COMPANY	SB90 MANDATED COST CLAIM SERVICES	322970	4/19/16	3,500.00
ALLSTAR FIRE EQUIPMENT INC	FLOW TEST KIT / PW	322971	4/19/16	1,710.65
ALPHA PROJECT FOR THE HOMELESS	EXPENSE REIMBURSEMENT / JAN 2016 / NSD	322972	4/19/16	13,137.24
AMEDEE, W	REIMB: BACKPACKS FOR CERT RAFFLE	322973	4/19/16	124.16
AMEDEE, W	REIMB: MILEAGE; TERRORISM III CLASS	322974	4/19/16	55.08
BARAHURA, D	REIMB: MILEAGE/THREAT & ERROR MANAGEMENT	322975	4/19/16	119.88
BOOT WORLD	MOP#64096 SAFETY APPAREL	322976	4/19/16	250.00
CAL UNIFORMS INC	CLASS A UNIFORMS FOR FIREFIGHTERS	322977	4/19/16	618.61
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 SUPPLIES	322978	4/19/16	676.04
CAROLYN ST CLAIR	FRAMED PROJECT FOR DISPLAY	322979	4/19/16	301.86
CHILDREN'S HOSPITAL	FORENSIC SVCS / MARCH 2016 / PD	322980	4/19/16	896.00
CITY OF IMPERIAL BEACH	WQIP SD BAY CONTRIBUTION	322981	4/19/16	21,606.00
CLAIMS MANAGEMENT ASSOCIATES	RISK CONSULTING SERVICES / JAN 2016	322982	4/19/16	14,775.50
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE	322983	4/19/16	575.00
CLF WAREHOUSE	OUTER AIR ELEMENT / PW	322984	4/19/16	478.20
COUNTY OF SAN DIEGO	RECORDING DOCUMENTS	322985	4/19/16	105.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS / FEB	322986	4/19/16	7,924.74
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES	322987	4/19/16	2,683.44
COX COMMUNICATIONS	INTERNET SERVICE / MARCH 2016	322988	4/19/16	31.47
DANIELS TIRE SERVICE	TIRES / PW	322989	4/19/16	528.82
DAY WIRELESS SYSTEMS	VOLUME KNOB XTS5000 / PD	322990	4/19/16	369.15
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT/FEB 2016	322991	4/19/16	576.00
D-MAX ENGINEERING	T&A #90121; REVIEWS OF NC PARK LOFTS	322992	4/19/16	2,472.50
ENR SUBSCRIPTION	SUBSCRIPTION / ENGINEERING DEPT	322993	4/19/16	49.95
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE MANAGEMENT	322994	4/19/16	14,516.51
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE DEPARTMENT	322995	4/19/16	2,637.30
FASTSIGNS	BOOK & DVD RETURN SIGN - LIBRARY	322996	4/19/16	90.79
FEDEX	SHIPPING SERVICES	322997	4/19/16	20.33
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES / PW	322998	4/19/16	321.23
GOVCONNECTION INC	VMWARE VS6-EPL-C LICENSING	322999	4/19/16	14,699.00
GRAINGER	MOP#65179 SUPPLIES / PW	323000	4/19/16	1,560.84
GUTIERREZ JR, C	REIMB: DRUG RECOGNITION EXPERT	323001	4/19/16	562.76

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #42
4/16/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HARRIS & ASSOCIATES	MISC SEWER ENG SUPPORT SERVICES	323002	4/19/16	3,280.00
KOFF & ASSOCIATES	MEA COMPENSATION STUDY - HR	323003	4/19/16	8,050.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE / 3/1/16 - 3/31/1	323004	4/19/16	1,931.48
L B CIVIL CONSTRUCTION INC	A AVE GREEN ST IMPROVEMENTS PROJECT	323005	4/19/16	1,543.75
LA MAESTRA FAMILY CLINIC	REFUND: PROJECT CANCELLATION	323006	4/19/16	21,223.28
LEHR AUTO ELECTRIC	SAFE STOP / PW	323007	4/19/16	346.10
MAN K9 INC	K9 MONTHLY MAINTENANCE TRAINING	323008	4/19/16	1,560.00
MARCHANTE, A	REIMB: MILEAGE/TRAINING HUD IDIS	323009	4/19/16	84.54
MEJIA, A	SUBSISTENCE: DISPATCHER PUBLIC SAFETY	323010	4/19/16	1,920.00
MOTOROLA SOLUTIONS INC	MID POWER MOBILE VEHICLE RADIOS	323011	4/19/16	37,091.99
NAN MCKAY AND ASSOC INC	PIH ALERT SUBSCRIPTION / SEC 8	323012	4/19/16	349.00
NEW CENTURY CONSTRUCTION INC	D AVENUE AND E 12TH ST. PROJECT	323013	4/19/16	61,404.05
OFFICE SOLUTIONS BUSINESS	DESKS FOR POOL / CSD	323014	4/19/16	2,873.24
OLIVERIA, H	REIMB / NELROD CO HOUSING CONFERENCE	323015	4/19/16	1,229.94
PACIFIC PRODUCTS & SERVICES	PERFORATED TELESPAR TUBING / PD	323016	4/19/16	2,711.19
PRO BUILD	MOP#45707 SUPPLIES / PW	323017	4/19/16	726.51
PROFORCE LAW ENFORCEMENT	DIGITAL POWER MAG/EXTENDED DPM / PD	323018	4/19/16	662.66
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	323019	4/19/16	453.11
QUEVEDO, M	LIABILITY CLAIM COSTS	323020	4/19/16	1,959.50
RICK GODFREY AND ASSOCIATES	TUITION: TRAFFIC COLLISION /PD	323021	4/19/16	500.00
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/FEB 2016	323022	4/19/16	32.00
SAN DIEGO FRICTION PRODUCTS	TURN SIGNAL SWITCH / PW	323023	4/19/16	311.61
SAN DIEGO HABITAT FOR HUMANITY	REIMB/ACQUISITION REHABILITATION PROGRAM	323024	4/19/16	19,202.16
SAN DIEGO MIRAMAR COLLEGE	TUITION: DRUG INFLUENCE / PD	323025	4/19/16	9.20
SAN DIEGO REGIONAL	TUITION: EXECUTIVE COMMUNICATION / ENG	323026	4/19/16	500.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	323027	4/19/16	4,422.80
SDCFCA	REGISTRATION: CEDAR FIRE/STAFF RIDE / FIRE	323028	4/19/16	80.00
SEALMASTER OF SOUTHERN CA	COMPLETE ALUM APPLICATOR BRUSH / PW	323029	4/19/16	944.73
SILVERADO AVIONICS	LITHIUM ION BATTERY 2200 / PD	323030	4/19/16	773.92
SIRCHIE FINGER PRINT	COMBINATION TAGS / PD	323031	4/19/16	64.59
SMART & FINAL	MOP 45756. SUPPLIES FOR FIRE DEPARTMENT	323032	4/19/16	244.83
SOLAR CITY	REFUND/PERMIT CANCELLED 3000 E 5TH ST	323033	4/19/16	501.44
STAPLES BUSINESS ADVANTAGE	MOP#45704 OFFICE SUPPLIES / FINANCE	323034	4/19/16	68.06
STC TRAFFIC INC	T&A #1691 SVCS - TROLLEY STATIONS PROJECT	323035	4/19/16	3,687.50
THE SOCO GROUP, INC.	FUEL FOR SMALL ENGINES / FIRE	323036	4/19/16	281.18
TYLER BLIK DESIGN INC	CONSULTANT SVCS / ARTS PROGRAM	323037	4/19/16	10,000.00
U S BANK	CREDIT CARD EXPENSES / COMM SVC	323038	4/19/16	1,540.05
U S HEALTHWORKS	VACCINE / HR	323039	4/19/16	282.00
UNITED PARCEL SERVICE	UPS SHIPMENT	323040	4/19/16	45.69
URBAN LAND INSTITUTE	MEMBERSHIP RENEWAL/B RAULSTON	323041	4/19/16	220.00
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	323042	4/19/16	97.72
VERIZON WIRELESS	CELLULAR SERVICE / 2/22/16 - 3/31/16	323043	4/19/16	10,156.14
VINTNERS DISTRIBUTORS INC	REFUND: T&A #90015 SHELL STATION	323044	4/19/16	59,127.90
WESTERN RIM CONSTRUCTORS INC	EL TOYON & KIMBALL SKATE PARK PROJECT	323045	4/19/16	388,390.04
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES - MIS	323046	4/19/16	71.56
			A/P Total	**774,280.57**
WIRED PAYMENTS				
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE APR 2016	930326	4/15/16	100.00

WARRANT REGISTER #42
4/16/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
TRISTAR RISK MANAGEMENT	PREFUND FOR FRANK KLOS & COLLEN S	987087	4/19/16	24,318.73
TRISTAR RISK MANAGEMENT	MARCH 2016 WC REPLENISHMENT	987150	4/19/16	98,918.11

	Start Date	End Date	
SECTION 8 HAPS PAYMENTS	4/13/2016	4/19/2016	**13,435.76**

GRAND TOTAL **$ 911,053.17**

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 17th OF MAY, 2016.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for outdoor storage at ABC Supply, Inc. located at 2840 Transportation Avenue. (Applicant: Rebecca Barnes) (Case File 2016-06 CUP) (Planning)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for outdoor storage at ABC Supply, Inc. located at 2840 Transportation Avenue. (Applicant: Rebecca Barnes) (Case File 2016-06 CUP)

PREPARED BY: Martin Reeder, AICP MR **DEPARTMENT:** Planning

PHONE: 336-4313 **APPROVED BY:**

EXPLANATION:

The applicant has applied for a Conditional Use Permit (CUP) to store building supplies (roofing materials) on a lot at 2840 Transportation Avenue. NCMC §18.25.020 requires a CUP for such a use in the Light Industrial (IS) zone. Use of this property would be an expansion of the existing business, which is located on a neighboring lot.

Planning Commission conducted a public hearing on May 2, 2016. Commissioners asked questions regarding fencing, existing development, and conditions of approval. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT: **APPROVED:** _____ Finance

ACCOUNT NO. **APPROVED:** _____ MIS

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

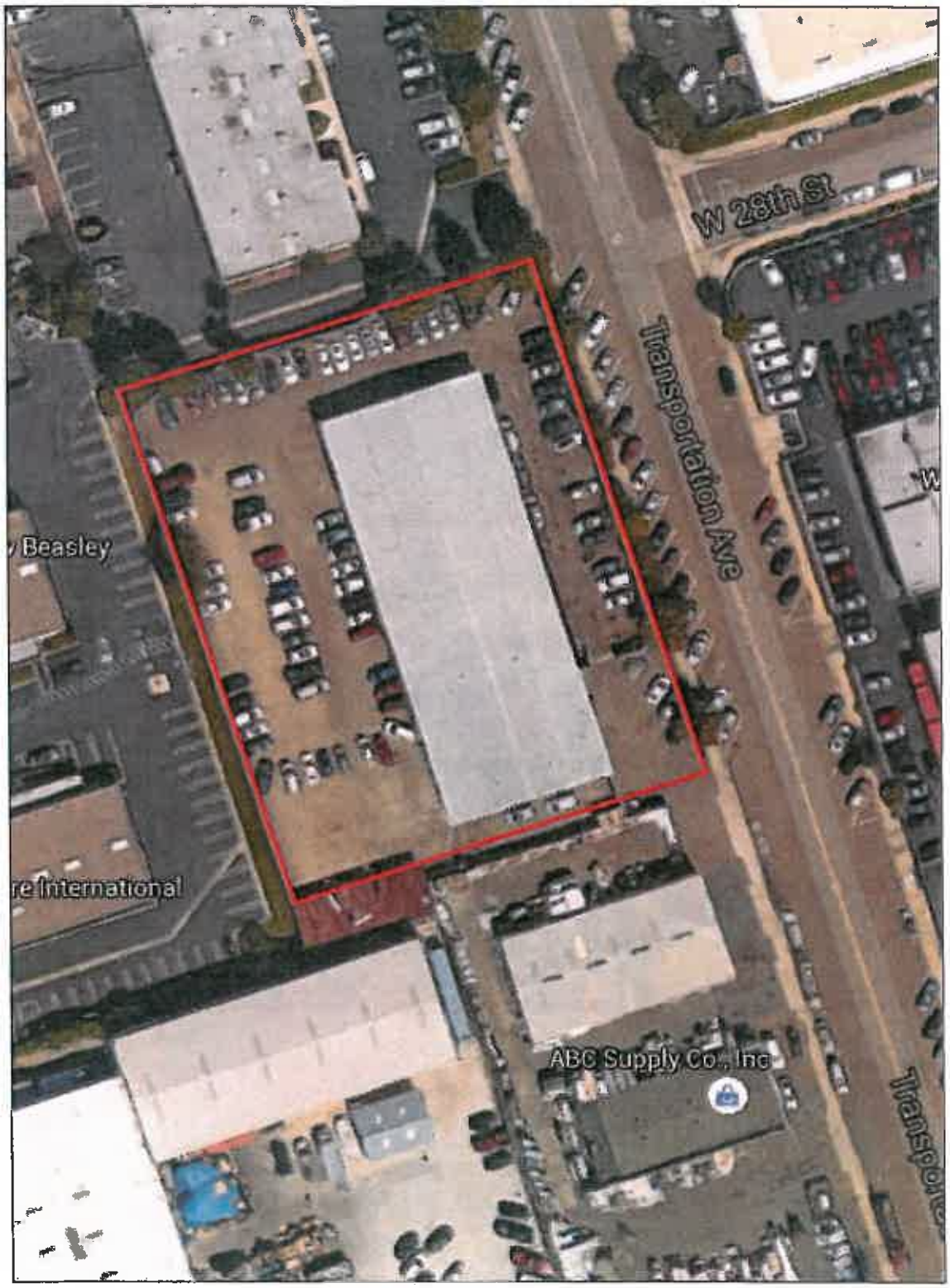
BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.
Ayes: Baca, Bush, Flores, Garcia, Sendt Absent: DelaPaz, Yamane

ATTACHMENTS:

1. Location Map
2. Planning Commission Staff Report
3. Resolution No. 2016-09
4. Reduced Plans

2016-06 CUP – 2840 Transportation Avenue – Outdoor storage – Overhead



Item no. 6
May 2, 2016

CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – CONDITIONAL USE PERMIT FOR OUTDOOR STORAGE AT ABC SUPPLY, INC. LOCATED AT 2840 TRANSPORTATION AVENUE.
Case File No.:	2016-06 CUP
Location:	2840 Transportation Avenue
Assessor's Parcel Nos.:	562-150-19
Staff report by:	Michael Fellows, Assistant Planner
Applicant:	Rebecca Barnes (for ABC Supply Company)
Zoning designation:	IL (Light Industrial)
Adjacent zoning:	
North:	Industrial / IL (Light Industrial)
East:	Automobile Dealership / CA (Automobile Commercial)
South:	Industrial / IL (Light Industrial)
West:	Industrial / IL (Light Industrial)
Environmental review:	Not a project per CEQA
Staff recommendation:	Approve

BACKGROUND

The applicant has applied for a Conditional Use Permit (CUP) to store building supplies (roofing materials) on a lot at 2840 Transportation Avenue. NCMC §18.25.020 requires a CUP for such a use in the Light Industrial (IS) zone. Use of this property would be an expansion of the existing business, which is located on a neighboring lot.

Site characteristics

The property has 270 feet of frontage on Transportation Avenue and is approximately 210 feet deep and is zoned IL (Light Industrial). The property is 1.3 acres in size and is developed with a 16,000 square-foot metal building with 800 square feet of office area. The area surrounding the building is asphalt, which is surrounded by an eight-foot high perimeter fence.

Proposed use

The applicant (ABC Supply Company) is proposing to use the property for both indoor and outdoor building supply storage (roofing materials). The area of outdoor storage (the subject of this permit request) would be between the building and Transportation Avenue. If approved, this location would be an expansion of the applicant's existing roofing supply business, which is located on the property adjacent to the south of the subject property at 135 W. 30th Street.

Analysis

General Plan

The General Plan Land Use Element designates the property as Industrial which is intended to provide areas for employment intensive uses, light manufacturing, storage facilities, warehousing, and distribution.

The proposed roofing supply storage use is consistent with the intent of the Industrial land use designation described above, as it would help support an employer that intends to use the property for storage, warehousing, and distribution services.

Additionally, the General Plan contains City-wide goals and implementing policies.

Land Use Element Goal LU-2: Calls for a mix of land uses including residential, commercial, employment, service, agricultural, open space, and recreational uses that accommodate the needs of persons from all income groups and age levels. Policies implementing this goal include:

- **Policy LU-2.6**: Support development and redevelopment that creates jobs for all income levels.

  The proposal is consistent with this policy, as the applicant has stated they propose to hire three to five employees in addition to the existing 9 employees serving their other location. Employees would be shared by both locations.

- **Policy LU-2.8**: Designate land for industrial uses sufficient to meet future city needs, but only in locations that will not negatively impact residential neighborhoods.

  In this case there will be no impacts on residential development since the closest residence is located on "A" Avenue that is approximately .15 of a mile from the subject property, and the Industrial land use designation does not allow for the future development of nearby residential uses.

- **Policy LU-5.11**: Support efforts to reduce unemployment rates for city residents.

  The proposed business expansion supports efforts to reduce unemployment rates since the applicant proposes to hire additional employees and the expansion supports the business and its existing employees.

Land Use Code
Land Use Code (LUC) Section 18.25.020 establishes permitted uses in the IL zone. Building materials sales and accessory outdoor storage is permitted by right in the IL zone. However, outdoor storage as a primary use in this zone (the entire property will be used for storage and no sales activities are proposed on the site) requires a Conditional Use Permit.

Outdoor Storage – LUC Section 18.30.160 regulates outdoor storage. The section requires that all storage of more than 60 cubic feet and is visible from any public street be enclosed by a view obscuring fence. This section further requires that any materials in outdoor storage areas are stacked to a height no greater than that of any building, wall, fence, or gate enclosing the storage area.

In this case the property currently has an eight-foot tall view-obscuring fence that surrounds most of the property; therefore, Conditions of Approval have been included to require that the fence be maintained and that materials be stacked no higher than the perimeter fence.

Parking Requirement – LUC Section 18.45.050 prescribes the required number of off-street parking spaces by land use. This Code section requires that warehouse uses provide one space for each 1,000 square feet and that office uses provide one space per 200 square feet of floor area. This equates to 20 parking spaces (16 for the warehouse and 4 for the office).

A Condition of Approval has been added requiring the applicant to submit a revised parking plan to the Planning Department. The plan will identify the 20 parking spaces closest to Transportation Avenue as required spaces and will prohibit use of these spaces for storage.

Mailing – All property owners and occupants within a distance of 300 feet are required to be notified of a public hearing for CUP applications. 62 people were notified by mail of this public hearing, which met this requirement.

Required findings
The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

Outdoor storage is permitted in the IL zone subject to a Conditional Use Permit per LUC section 18.25.020, and the proposed outdoor storage complies with all other provisions of the Land Use Code including requirements for screening, parking, and notification as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

The proposed use is consistent with all General Plan since the property is designated for Industrial land uses that include employment intensive uses, light manufacturing, storage facilities, warehousing, and distribution that is consistent with the use proposed by the applicant.

The proposed is consistent with General plan Policies LU-2.6, LU-2.8, and LU-5.11 since the proposal would create jobs, supports an existing employer, establish an industrial use without negatively impacting residential development, will support efforts to reduce the unemployment rate.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The proposed outdoor storage use is located in an Industrial Zone surrounded by industrial uses on 1.3 acre lot that far exceeds the 5,000 square foot minimum lot size in the zone. Further reducing impacts on existing and future requirements is the eight foot screen fence surrounding the property and a Condition of Approval that the storage not exceed the fence height.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

This proposal is for outdoor storage on a property that is developed for, and previously used by, industrial uses. There is no expansion proposed to the building, which already has access and utilities.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed outdoor storage use is located in an industrial zone surrounding by industrial uses. All outdoor storage would be screened from neighboring properties mitigating visual impacts on neighboring properties.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act.

The project is not considered a project under CEQA (California Environmental Quality Act), as the property is an existing paved lot that will be repaved and used for outdoor storage.

Department and Agency Comments

The application was routed to the Building, Fire, and Engineering Departments. No comments were received that related to the outdoor storage component of the business, which is the subject of this CUP application. There were comments related to interior use of the building on the site, which in not included in this application. These comments will be addressed separately through the building permit and business license process.

Conditions of Approval

Standard Conditions of Approval have been included with this permit. Additionally conditions specific to the outdoor storage use have been added. These conditions include a requirement to submit a revised site plan to the Planning Department identifying required parking spaces and prohibiting their use for storage, conformance with outdoor storage requirements found in LUC section 18.30.160, and maintenance of an eight foot tall fence.

Summary

The proposed outdoor storage use is consistent with the General Plan, as the property is designated for industrial uses that include storage, warehousing, and distribution services. Furthermore, the proposed storage is consistent with General Plan Policies since it would create jobs, support efforts to reduce unemployment rates, and is compatible with neighboring uses. The proposal is also consistent with the Land Use Code since outdoor storage is permitted in the IL zone with a Conditional Use Permit and since the proposal meets all requirements for outdoor storage specified in LUC section 18.30.160.

OPTIONS

1. Approve 2016-06 CUP subject to the conditions listed below, based on attached findings and/or findings to be determined by the Planning Commission; or

2. Deny 2016-06 CUP based on findings to be determined by the Planning Commission; or

3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings for Approval
2. Recommended Conditions
3. Overhead
4. Site photos
5. Applicant's Plans (Exhibit A, case file no. 2016-06 CUP, dated 3/15/2016)
6. Public Hearing Notice (Sent to 60 property owners)

M. Fellows

MICHAEL FELLOWS
Assistant Planner

BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL
OF CONDITIONAL USE PERMIT
Case File No. 2016-06 CUP – 2840 Transportation Avenue

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because outdoor storage is permitted in the IL zone subject to a Conditional Use Permit per LUC section 18.25.020, and the proposed outdoor storage complies with all other provisions of the Land Use Code including requirements for screening, parking, and notification as discussed in the staff report.

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because the proposed use is consistent with all General Plan since the property is designated for Industrial land uses that include employment intensive uses, light manufacturing, storage facilities, warehousing, and distribution that is consistent with the use proposed by the applicant. The proposed is consistent with General plan Policies LU-2.6, LU-2.8, and LU-5.11 since the proposal would create jobs, supports an existing employer, establish an industrial use without negatively impacting residential development, will support efforts to reduce the unemployment rate.

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the proposed outdoor storage use is located in an Industrial Zone surrounded by industrial uses on 1.3 acre lot that far exceeds the 5,000 square foot minimum lot size in the zone. Further reducing impacts on existing and future requirements is the eight foot screen fence surrounding the property and a Condition of Approval that the storage not exceed the fence height.

4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because this proposal is for outdoor storage on a property that is developed for and previously used by industrial uses. There is no expansion proposed to the building that is already had access and utilities.

5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed outdoor storage use is

located in an industrial zone surrounding by industrial uses. All outdoor storage would be screened from neighboring properties mitigating visual impacts on neighboring properties.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because the project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. Given that there is no calculable increase in traffic and no other impacts are anticipated staff is of the opinion that the project would not result in any physical changes to the environment.

RECOMMENDED CONDITIONS OF APPROVAL

2016-06 CUP – 2840 Transportation Avenue

General

1. This *Conditional Use Permit* authorizes outdoor storage at 2840 Transportation Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2016-06 CUP, dated 3/15/2016).

2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.

4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Fire, Plumbing, and Mechanical Codes.

Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

Planning

7. The proposed outdoor storage use shall conform to all requirements of Municipal Code Chapter 18.30.160, which regulates outdoor storage.

8. A revised site plan shall be submitted to the Planning Department identifying 20 parking spaces that are to remain open for use as automobile parking spaces.
9. No Storage of materials shall be located on, or block access to, required parking spaces.
10. Storage of materials shall be stacked at or below the height of the perimeter fence.
11. The perimeter fence shall be properly maintained both structurally and aesthetically.

1. Fencing overview; metal panels

2. East building elevation and view of property from street

3. West building elevation

4. North building elevation

5. West building elevation

6. South building elevation

7. Vehicle storage yard and asphalt paving

8. Covered area at structure portion

CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR OUTDOOR STORAGE
AT ABC SUPPLY, INC. LOCATED AT
2840 TRANSPORTATION AVENUE.
CASE FILE NO.: 2016-06 CUP
APN: 562-150-19

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, May 2, 2016**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Rebecca Barnes)

The applicant proposes to store stacked roofing material in a paved storage lot between their building and Transportation Avenue. The project site is a commercial wholesale roofing material business (ABC Supply, Inc.). Operating hours of the business are 6:30 a.m. to 4 p.m. Monday to Friday.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **May 2, 2016** by the Planning Department, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Executive Director

RESOLUTION NO. 2016-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR OUTDOOR STORAGE AT ABC SUPPLY, INC. LOCATED AT 2840 TRANSPORTATION AVENUE.
CASE FILE NO. 2016-06 CUP
APN: 562-150-19

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for outdoor storage at ABC Supply, Inc. located at 2840 Transportation Avenue at a duly advertised public hearing held on May 2, 2016, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2016-06 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on May 2, 2016, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because outdoor storage is permitted in the IL zone subject to a Conditional Use Permit per LUC section 18.25.020, and the proposed outdoor storage complies with all other provisions of the Land Use Code including requirements for screening, parking, and notification as discussed in the staff report.

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because the proposed use is consistent with all General Plan since the property is designated for Industrial land uses that include employment intensive uses, light manufacturing, storage facilities, warehousing, and distribution that is consistent with the use proposed by the applicant. The proposed is consistent with General plan Policies LU-2.6, LU-2.8, and LU-5.11 since the proposal would create jobs, supports an existing employer, establish- an industrial use without negatively impacting residential development, will support efforts to reduce the unemployment rate.

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the proposed outdoor storage use is located in an Industrial Zone surrounded by industrial uses on 1.3 acre lot that far exceeds the 5,000 square foot minimum lot size in the zone. Further reducing impacts on existing and future requirements is the eight foot screen fence surrounding the property and a Condition of Approval that the storage not exceed the fence height.

4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because this proposal is for outdoor storage on a property that is developed for and previously used by industrial uses. There is no expansion proposed to the building that is already had access and utilities.

5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed outdoor storage use is located in an industrial zone surrounding by industrial uses. All outdoor storage would be screened from neighboring properties mitigating visual impacts on neighboring properties.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because the project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. Given that there is no calculable increase in traffic and no other impacts are anticipated staff is of the opinion that the project would not result in any physical changes to the environment.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes outdoor storage at 2840 Transportation Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2016-06 CUP, dated 3/15/2016).

2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use*

Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Fire, Plumbing, and Mechanical Codes.

Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

Planning

7. The proposed outdoor storage use shall conform to all requirements of Municipal Code Chapter 18.30.160, which regulates outdoor storage.
8. A revised site plan shall be submitted to the Planning Department identifying 20 parking spaces that are to remain open for use as automobile parking spaces.
9. No Storage of materials shall be located on, or block access to, required parking spaces.
10. Storage of materials shall be stacked at or below the height of the perimeter fence.
11. The perimeter fence shall be properly maintained both structurally and aesthetically.
12. Materials stored outside shall not be stored beneath overhead power lines.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission

resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of May 2, 2016, by the following vote:

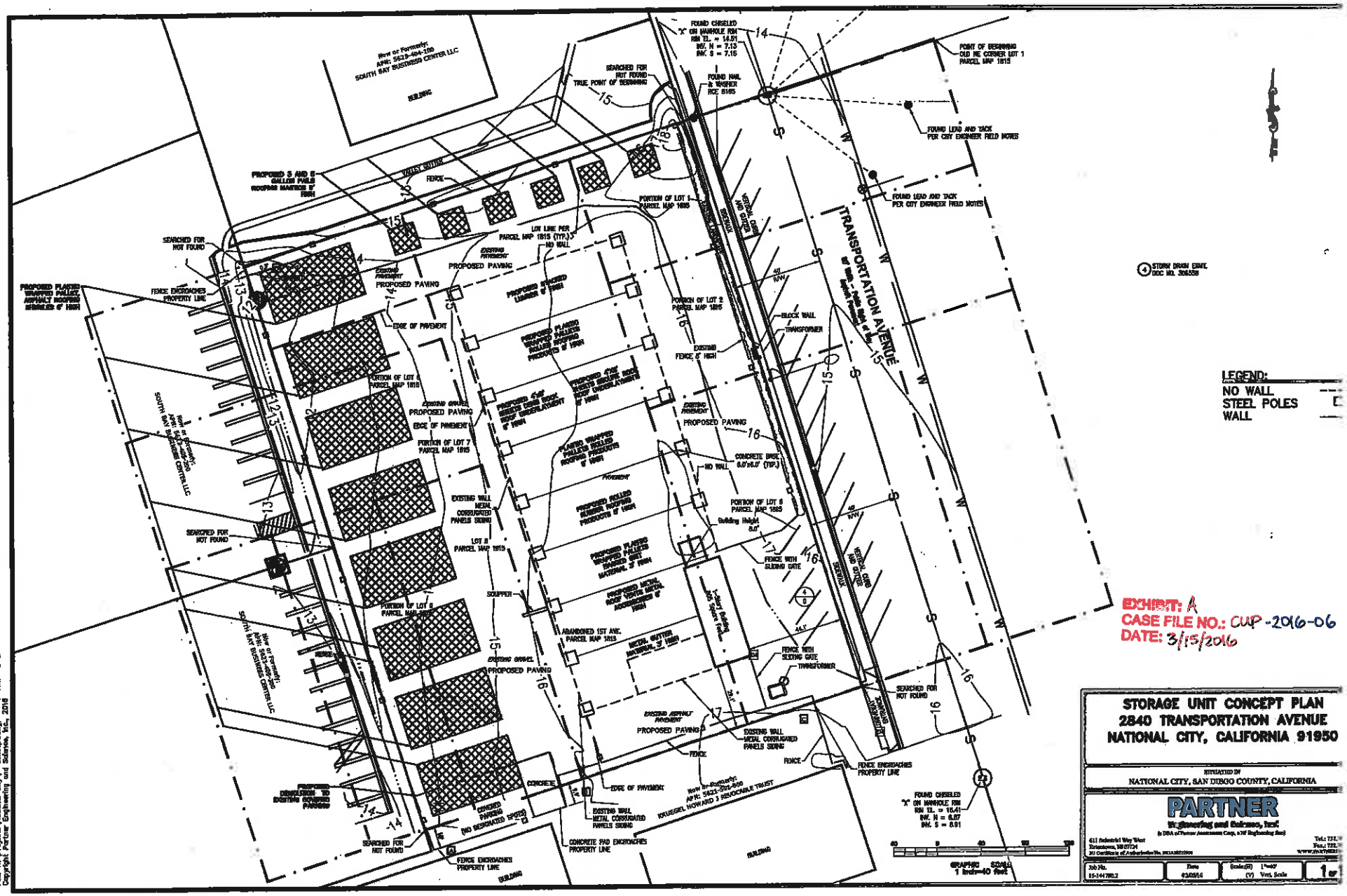
AYES: Bush, Baca, Garcia, Sendt, Flores

NAYS:

ABSENT: Delapaz, Yamane

ABSTAIN:

CHAIRPERSON


STORAGE UNIT CONCEPT PLAN
2840 TRANSPORTATION AVENUE
NATIONAL CITY, CALIFORNIA 91950
INITIATED IN
NATIONAL CITY, SAN DIEGO COUNTY, CALIFORNIA
PARTNER
Engineering and Science, Inc.
LEGEND:
NO WALL
STEEL POLES
WALL
TRANSPORTATION AVENUE
EXHIBIT: A
CASE FILE NO.: CUP-2016-06
DATE: 3/15/2016
GRAPHIC SCALE
1 inch=40 feet
Job No.
Date
Scale
Sheet

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for motor vehicle storage at 100 East 18th Street. (Applicant: Dan Levine) (Case File 2016-09 CUP) (Planning)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for motor vehicle storage at 100 East 18th Street. (Applicant: Dan Levine) (Case File 2016-09 CUP)

PREPARED BY: Martin Reeder, AICP MR **DEPARTMENT:** Planning

PHONE: 336-4313 **APPROVED BY:**

EXPLANATION:

The applicant has applied for a Conditional Use Permit (CUP) to store automobiles, associated with area car dealers, on a lot at 100 East 18th Street. NCMC §18.22.020 requires a CUP for such a use in the Service Commercial (CS) zone. Operating hours associated with shuttling vehicles to dealerships would typically be from 8:00 a.m. to 6:00 p.m. seven days a week.

Planning Commission conducted a public hearing on May 2, 2016. Commissioners asked questions regarding property condition, previous development considerations, and Land Use Code requirements. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.
Ayes: Baca, Bush, Flores, Garcia, Sendt Absent: DelaPaz, Yamane

ATTACHMENTS:

1. Location Map
2. Planning Commission Staff Report
3. Resolution No. 2016-10
4. Reduced Plans

2016-09 CUP – 100 East 18th Street vehicle storage – Overhead

Item no. 8

May 2, 2016

CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	CONDITIONAL USE PERMIT FOR MOTOR VEHICLE STORAGE AT 100 EAST 18TH STREET.
Case File No.:	2016-09 CUP
Property Location:	South side of 18th Street east of National City Blvd.
Assessor's Parcel No.:	560-210-45
Staff report by:	Martin Reeder, AICP – Principal Planner
Applicant:	Dan Levine
Property owner:	Levine Family Living Trust
Zoning designation:	Service Commercial (CS)
Adjacent land use/zoning:	
North:	American Legion/Automobile service across East 18th St. / CS (Service Commercial)
East:	Residential / CS (Service Commercial)
South:	Hillcrest Manor Sanitarium / CA (Commercial Automotive)
West:	Auto Sales / CA (Commercial Automotive)
Environmental review:	Not a project per CEQA
Staff Recommendation:	Approve

BACKGROUND

The applicant has applied for a Conditional Use Permit (CUP) to store automobiles associated with area car dealers on a lot at 100 East 18th Street. NCMC §18.22.020 requires a CUP for such a use in the Service Commercial (CS) zone. Operating hours associated with shuttling vehicles to dealerships would typically be from 8:00 a.m. to 6:00 p.m. seven days a week.

Site Characteristics

The project site is a vacant and partially paved lot with a six-foot tall chain link fence. The overall lot size is approximately 11,290 square feet, with 4,980 square feet being paved. The perimeter fence has vinyl slats, which screen the lot from adjacent properties. The lot has historically been used as for vehicle storage, though without appropriate permits. The property is located within the Service Commercial (CS) zone.

Proposed Use

The lot will be used by nearby automobile dealers for overflow storage of new and/or used vehicles. No construction is proposed. Although vehicles would potentially store at the site for up to 24 hours a day, typical operating hours involved with shuttling vehicles to and from area dealerships would typically be from 8:00 a.m. to 6:00 p.m. seven days a week. Vehicle storage would only occur on the paved portion of the lot.

Analysis

General Plan – The Land Use Element of the General Plan describes the Service Commercial zoning designation as follows:

> *...provides for intensive commercial activities, specialized service establishments, and other compatible uses. Light manufacturing, wholesaling, and distribution uses are restricted to those that can be operated in a clean and quiet manner.*

The storage component would be for operable and serviceable vehicles only. No repair or maintenance is proposed or permitted. A condition of approval has been included to prohibit such activities. Therefore, the use is consistent with the General Plan language above. Vehicle storage and shuttling operations would not cause any impacts above that of any normally allowable use in the zone.

Land Use Code – Chapter 18.22.020 requires a CUP for outdoor storage of vehicles in the CS zone. Chapter 18.30.160 has regulations for outdoor storage uses, including the requirement for a view-obscuring fence at least six-feet in height, which the property currently has installed. A condition has been included to require ongoing maintenance of the fence.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Service Commercial zone pursuant to a Conditional Use Permit, and the proposed vehicle storage use meets the required guidelines in the Land Use Code for outdoor storage of vehicles, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Outdoor storage of vehicles is permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A vehicle storage lot is consistent with the Service Commercial land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The property is an existing paved and fenced lot that has historically been used for vehicle storage and parking. No change in traffic impacts above what currently exists and has historically occurred in this area is expected. No construction is proposed. Access to and from the site is provided by East 18th Street, a collector street operating at a Level of Service (LOS) of C (on a scale from A to F). East 18th Street is operating below capacity.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The property is already fenced and paved and no construction is proposed. The proposed use of the lot is consistent with previous use of the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The property is already fenced and paved and no construction is proposed. The proposed use of the lot is consistent with previous use of the property. In addition, other area uses are similar in nature (auto sales lots, auto repair, etc.).

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act.

The project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. The property is an existing paved lot that has historically been used for automobile storage.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions related to Code requirements for outdoor storage uses. Conditions include requiring parking on paved surfaces only and fencing requirements (maintenance and installation/maintenance of view-obscuring slats).

Summary

The proposed use is consistent with the General Plan, because outdoor vehicle storage is a conditionally-allowed use in the Service Commercial Zone. The project is also consistent with the Land Use Code and with other area uses. The property is an existing paved lot that has historically been used for automobile storage. No change in development or new construction is proposed.

OPTIONS

1. Approve 2016-09 CUP subject to the conditions listed below, based on attached findings; or

2. Deny 2016-09 CUP based on findings to be determined by the Planning Commission; or

3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Site photo
5. Applicant's Plans (Exhibit A, Case File No. 2016-09 CUP, dated 3/24/2016)
6. Public Hearing Notice (Sent to 55 property owners and occupants)

MARTIN REEDER, AICP
Principal Planner

BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL

2016-09 CUP, 100 East 18th Street

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Service Corridor zone pursuant to a Conditional Use Permit, and the proposed vehicle storage use meets the required guidelines in the Land Use Code for outdoor storage of vehicles, as discussed in the staff report.

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because outdoor storage of vehicles is permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; a vehicle storage lot is consistent with the Service Commercial land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, because the property is an existing paved and fenced lot that has historically been used for vehicle storage and parking; no change in traffic impacts above what currently exists and has historically occurred in this area is expected; no construction is proposed; access to and from the site is provided by East 18th Street, a collector street operating at a Level of Service (LOS) of C and below capacity.

4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the property is already fenced and paved and no construction is proposed; the proposed use of the lot is consistent with the previous use of the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the property is already fenced and paved and no construction is proposed; the proposed use of the lot is consistent with the previous use of the property and with other area uses that are similar in nature.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act; the property is an existing paved lot that has historically been used for automobile storage and no construction or additional development is proposed.

RECOMMENDED CONDITIONS OF APPROVAL

2016-09 CUP, 100 East 18th Street

General

1. This *Conditional Use Permit* authorizes outdoor storage of automobiles at an existing paved lot located at 100 East 18th Street. Except as required by conditions of approval, all activities and/or plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2016-09 CUP, dated 3/24/2016).
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and/or the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. All motor vehicles shall be parked on a paved service. No wrecked or otherwise non-operational vehicles are permitted to be stored on the property.
7. The property shall be enclosed by a view-obscuring fence or wall at least six feet high. All gates provided for ingress and egress in any required fence or wall shall be at least six feet in height and shall be of view-obscuring construction.
8. The fence shall be maintained in good repair, including view-obscuring slats in the chain link, which are required as part of this permit. Damaged slats shall be replaced when necessary.
9. No vehicle repair or maintenance activities are permitted as part of this permit.

2016-09 CUP – 100 East 18th Street vehicle storage – Site Photo

Subject property looking southeast

CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR OUTDOOR VEHICLE STORAGE
AT 100 EAST 18TH STREET.
CASE FILE NO.: 2016-09 CUP
APN: 554-050-19

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, May 2, 2016**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Daniel Levine)

The applicant is requesting to use the 4,980 square-foot paved property for overflow storage of new and/or used vehicles from area vehicle dealers. No construction is proposed.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **May 2, 2016** by the Planning Department, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Executive Director

RESOLUTION NO. 2016-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR MOTOR VEHICLE STORAGE AT 100 EAST 18TH STREET.
CASE FILE NO. 2016-09 CUP
APN: 560-210-45

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for motor vehicle storage at 100 East 18th Street at a duly advertised public hearing held on May 2, 2016, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2016-09 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on May 2, 2016, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Service Corridor zone pursuant to a Conditional Use Permit, and the proposed vehicle storage use meets the required guidelines in the Land Use Code for outdoor storage of vehicles, as discussed in the staff report.

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because outdoor storage of vehicles is permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; a vehicle storage lot is consistent with the Service Commercial land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, because the property is an existing paved and fenced lot that has historically been used for vehicle storage and parking; no change in traffic impacts above what currently exists and has historically occurred in this area is expected; no construction is proposed; access to and from the site is provided by East 18th Street, a collector street operating at a Level of Service (LOS) of C and below capacity.

4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the property is already fenced and paved and no construction is proposed; the proposed use of the lot is consistent with the previous use of the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the property is already fenced and paved and no construction is proposed; the proposed use of the lot is consistent with the previous use of the property and with other area uses that are similar in nature.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act; the property is an existing paved lot that has historically been used for automobile storage and no construction or additional development is proposed.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes outdoor storage of automobiles at an existing paved lot located at 100 East 18th Street. Except as required by conditions of approval, all activities and/or plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2016-09 CUP, dated 3/24/2016).
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.

4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.

5. Before this *Conditional Use Permit* shall become effective, the applicant and/or the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. All motor vehicles shall be parked on a paved service. No wrecked or otherwise non-operational vehicles are permitted to be stored on the property.

7. The property shall be enclosed by a view-obscuring fence or wall at least six feet high. All gates provided for ingress and egress in any required fence or wall shall be at least six feet in height and shall be of view-obscuring construction.

8. The fence shall be maintained in good repair, including view-obscuring slats in the chain link, which are required as part of this permit. Damaged slats shall be replaced when necessary.

9. No vehicle repair or maintenance activities are permitted as part of this permit.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of May 2, 2016, by the following vote:

AYES: Baca, Bush, Flores, Garcia, Sendt

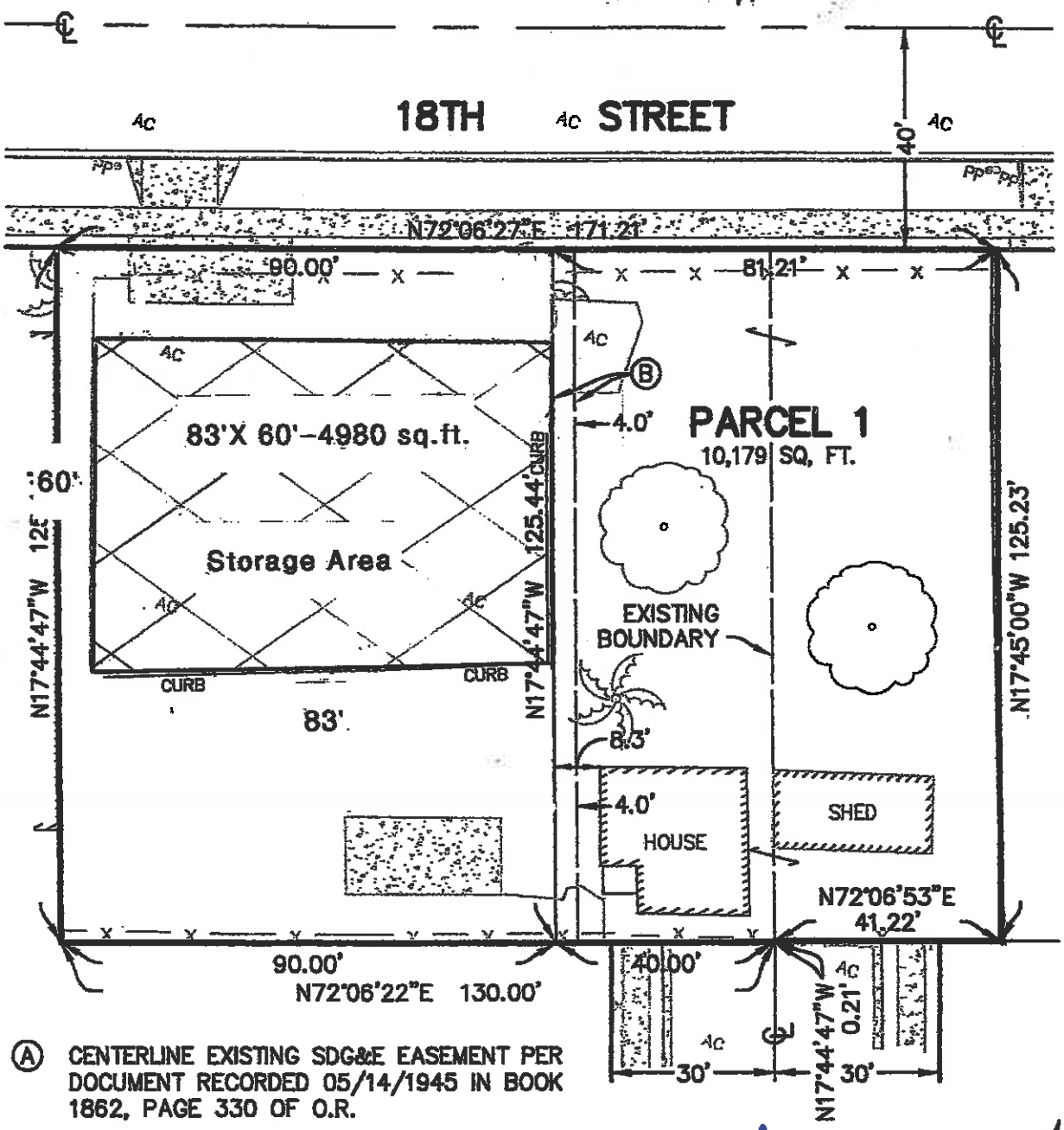
NAYS:

ABSENT: DelaPaz, Yamane

ABSTAIN:

CHAIRPERSON

CERTIFICATE OF COMPLIANCE NO. 15-02
ADJUSTMENT PLAT NO. 2014-1507



Ⓐ CENTERLINE EXISTING SDG&E EASEMENT PER DOCUMENT RECORDED 05/14/1945 IN BOOK 1862, PAGE 330 OF O.R.

Ⓑ EXISTING SDG&E EASEMENT PER DOCUMENT RECORDED 04/2/1945 IN BOOK 1840, PAGE 419 OF O.R.

EXHIBIT: A
CASE FILE NO.: 2016-09 cup
DATE: 3/24/16

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION.

LAWRENCE H. MOORE, PLS 5486

12/09/2014
DATE
J.N. 7847

LICENSED LAND SURVEYOR
LAWRENCE H. MOORE
No. 5486
STATE OF CALIFORNIA

SCALE: 1"=30'

SHEET 3 OF 5

The following page(s) contain the backup material for Agenda Item: Authorizing the issuance of a Request for Proposals (RFP) for Towing and Impound Services, for the City of National City Police Department. (Finance/Purchasing)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Authorizing the issuance of a Request for Proposals (RFP) for Towing and Impound Services, for the City of National City Police Department.

PREPARED BY: Debra Lunt **DEPARTMENT:** Finance/Purchasing

PHONE: 336-4582 **APPROVED BY:**

EXPLANATION:

See Attached

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Review and approve the issuance of the RFP for towing and impound services.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Background for Current Towing and Impound Contract
3. Draft “Request for Proposal”

EXPLANATION:

As authorized by the City Council, on October 1, 2011, the City of National City executed contracts with two towing contractors to provide towing and impound services for the National City Police Department. Having reached the end of the contract period and exhausting the allowable extensions, the contracts will expire on September 30, 2016 (a chronology of the selection and award process is provided in Attachment A).

In late 2015, a working group comprised of representatives from the City Manager and City Attorney's offices; and the Finance, Police and Neighborhood Services Departments was convened in order to facilitate a timely process for a seamless continuation of services beyond September 30, 2016. Consistent with the City's practice of seeking proposals for contractual services, the working group has drafted a Request for Proposals (RFP) for towing and impound services. The attached RFP is provided to the City Council for review and approval prior to its release (Attachment B).

The purpose of the RFP is to obtain a contract to provide towing and impound services for the City for a period of two (2) years from award of the contract, with options to renew for up to three (3) additional one year periods. The performance area includes all incorporated areas of the City of National City. The RFP also contains language noting the City's intent to award contracts to two tow contractors.

Upon City Council's approval, staff will advertise the RFP in local newspapers, including the *San Diego Union Tribune* and *The Star News*, mail the RFP to the City's vendor list and post it on the City's website. The next steps in the process will include a review and analysis of the proposals by the working group. Site visits to the tow companies that meet the requirements set forth in the RFP will also be conducted.

Staff anticipates bringing forth a recommendation to the City Council for the award of the tow contract(s) on August 2, 2016.

Background for Current Towing and Impound Contract

Meeting Date	Council Action
May 3, 2011	City Council approved the creation of a tow contract committee and to work on Request for Proposals for towing and impound services. Request for Proposal was submitted to Council for approval and issuance. The Council requested some changes to the submitted RFP.
May 17, 2011	Amended RFP was submitted before City Council. Council approved issuance of the RFP #GS1011-4 for Towing and Impound Contract services.
August 16, 2011	Discussion and direction by City Council to determine whether two (2) or three (3) towing contractors should provide towing services for the City. Council gave direction to the Towing Committee to select two (2) towing contractors to provide towing services for City.
Sept 6, 2011	Towing Committee provides recommendation of two (2) towing contractors to Council.
Sept 20, 2011	After a competitive RFP process, City Council awarded towing contracts to Moynahan Towing Services and Road One Towing for two year term. (Contract Terms: October 1, 2011 through September 30, 2013)
May 21, 2013	City Council approves First Amendment to amend the Fee Schedule.
October 1, 2013	City Council approves Second Amendment contracts with Moynahan Towing Services and Road One Towing, Inc. extending the terms by one year. (Contract Terms: October 1, 2013 to September 30, 2014
June 5-6, 2014	Third Amendment to towing contracts with Moynahan Towing Services and Road One Towing, Inc. extending the terms by an additional year per Tow Contract Extension letters. (Contract Terms: October 1, 2014 to September 30, 2015)

July 20, 2015	Fourth Amendment to towing contract with Moynahan Towing Services and Road One Towing, Inc. executing the final one year extension per Tow Contract Extension letter. (Contract Terms: October 1, 2015 through September 30, 2016)

CITY OF NATIONAL CITY
REQUEST FOR PROPOSAL

RFP #: **GS1516-6**

Title: **Towing and Impound Contract**

Date Issued: **May 19, 2016**

Proposals Due: **Tuesday, June 21, 2016 by 3:30 p.m.**
Note: Proposals must be received in the Finance Department, at the address below, by the date & time shown.

Questions Due: **Thursday, June 2, 2016 by 3:30 p.m.**
Last day to submit questions

Note:

- Proposal is subject to all terms and conditions contained herein.
- For information call: Debra Lunt, Buyer (hereinafter "Purchasing Agent")
  (619) 336-4570 or email: dlunt@nationalcityca.gov

****

Complete All Information Below. Failure to do so may deem your proposal unresponsive or rejected for being incomplete.

Bidding Contractor Information:

Company Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____ Date: _____

Phone: Office:_____ Fax: _____

Mobile:_____

Web Address: _____ Email:_____

CITY OF NATIONAL CITY
FINANCE DEPARTMENT / PURCHASING DIVISION
1243 National City Blvd., National City, CA 91950
Ph (619)336-4570 Fax (619)336-4597
www.nationalcityca.gov

DRAFT

INSTRUCTIONS FOR COMPLETING REQUEST FOR PROPOSALS ("RFP")

1. Where applicable, price each item separately. Prices should be stated per unit(s) specified herein.

2. Proposals must be submitted to, and received by the National City Finance Department / Purchasing Division, 1243 National City Blvd., National City, CA 91950, by the time and date specified on the cover page. Proposals will not be opened until after that time.

3. Proposals must be submitted using the forms and return address label provided as a part of this proposal package. The enclosed label should be attached to the envelope in which the proposal is being mailed, so that it is clearly identified as such.

4. Proposals shall be prepared in ink, by typewriter or on computer. Pencil is unacceptable. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.

5. Proposals received after the prescribed due date will be time stamped and returned to the contractor unopened. (See #2 above.)

6. If you choose to "NO PROPOSAL", or not to respond to this request, return the cover page and state reason; otherwise your name may be removed from the City's contractor list.

7. Should a Bidding Contractor find discrepancies in, or omissions from the specifications, or be in doubt as to their true meaning, Bidding Contractor may promptly request an interpretation from the Purchasing Agent. Any interpretation of, or change to the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations. Any request for an interpretation must be submitted to City Purchasing Agent no later than June 2, 2016 by 3:30 p.m.

8. Failure to respond to any portion of the RFP may be cause for rejection of proposal.

9. Any Bidding Contractor who wishes to withdraw its proposal must do so before the time and date established for opening of the RFPs.

10. If there are any questions or comments relative to technicalities of the proposal, they must be submitted in writing to the City Purchasing Agent no later than June 2, 2016 by 3:30 p.m.

11. Bidding Contractor shall read all attached terms, conditions and specifications carefully; they are a part of the proposal and shall be submitted with your response on the due date.

STANDARD TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS

1. EQUAL OPPORTUNITY

Each Bidding Contractor is required to have an Equal Opportunity Program of their own, a copy of which must be submitted with the proposal, or otherwise filed with the City's Finance Department. Companies with fewer than fifteen (15) regular, full-time employees at the time of award, are exempt.

The object of this program is to assure that vendors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; and will take action to assure that applicants are employed and that employees are treated, during employment, without regard to race, color, religion, sex, or national origin.

The City of National City, as a matter of policy, encourages the participation of small, disabled-owned businesses.

2. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a proposal to the City, the Bidding Contractor offers and agrees that if the /proposal is accepted, it will assign to the City 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 services provided by the proposal for sale to the City pursuant to the proposal. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidding Contractor.

3. SIGNATURE

All proposals must be signed with the company name and by an authorized officer or employee. The name is to be typed or printed along with signature. Obligations assumed by such signature must be fulfilled.

4. VARIATIONS IN SPECIFICATIONS

The City reserves the right to waive a variation in specifications if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

5. WARRANTIES

Bidding Contractor agrees that the services to be furnished shall be covered by the most favorable commercial warranties the Bidding Contractor gives to any customer for the same or substantially similar services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the City.

6. **FAILURE TO RESPOND**

In the event your company fails to respond to two (2) consecutive “Request for Bids/Proposals”, your company may be deleted from the Finance Department’s contractor list. Reinstatement can be accomplished upon request.

7. **INDEMNIFICATION**

The Bidding Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this proposal, and from any and all claims occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Bidding Contractor in the performance of this RFP.

8. **BUSINESS LICENSE**

All Bidding Contractors conducting business within the corporate limits of the City of National City must procure a business license. (Ref.: NCMC 6.04). Additional information may be obtained by calling the Business License Inspector at (619) 336-4341.

9. **SPECIFICATIONS**

The specifications contained herein are to be considered as minimum. Bidding Contractors may offer equipment which exceeds these requirements. However, equipment which fails to meet the minimum requirement at the time of inspection shall be considered as non-responsive to our needs. Any additions, deletions or variations to this specification must be stated. Bidding Contractor must furnish descriptive literature, complete specifications and data on the equipment furnished.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Authorizing the issuance of a Request for Proposals (RFP) for Towing and Impound Services, for the City of National City Police Department.

PREPARED BY: Debra Lunt **DEPARTMENT:** Finance/Purchasing

PHONE: 336-4576 **APPROVED BY:**

EXPLANATION:

See Attached

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Review and approve the issuance of the RFP for towing and impound services.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Background for Current Towing and Impound Contract
3. Draft “Request for Proposal”

EXPLANATION:

As authorized by the City Council, on October 1, 2011, the City of National City executed contracts with two towing contractors to provide towing and impound services for the National City Police Department. Having reached the end of the contract period and exhausting the allowable extensions, the contracts will expire on September 30, 2016 (a chronology of the selection and award process is provided in Attachment A).

In late 2015, a working group comprised of representatives from the City Manager and City Attorney's offices; and the Finance, Police and Neighborhood Services Departments was convened in order to facilitate a timely process for a seamless continuation of services beyond September 30, 2016. Consistent with the City's practice of seeking proposals for contractual services, the working group has drafted a Request for Proposals (RFP) for towing and impound services. The attached RFP is provided to the City Council for review and approval prior to its release (Attachment B).

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Upon City Council's approval, staff will advertise the RFP in local newspapers, including the *San Diego Union Tribune* and *The Star News*, mail the RFP to the City's vendor list and post it on the City's website. The next steps in the process will include a review and analysis of the proposals by the working group. Site visits to the tow companies that meet the requirements set forth in the RFP will also be conducted.

Staff anticipates bringing forth a recommendation to the City Council for the award of the tow contract(s) on August 2, 2016.

Background for Current Towing and Impound Contract

Meeting Date	Council Action
May 3, 2011	City Council approved the creation of a tow contract committee and to work on Request for Proposals for towing and impound services. Request for Proposal was submitted to Council for approval and issuance. The Council requested some changes to the submitted RFP.
May 17, 2011	Amended RFP was submitted before City Council. Council approved issuance of the RFP #GS1011-4 for Towing and Impound Contract services.
August 16, 2011	Discussion and direction by City Council to determine whether two (2) or three (3) towing contractors should provide towing services for the City. Council gave direction to the Towing Committee to select two (2) towing contractors to provide towing services for City.
Sept 6, 2011	Towing Committee provides recommendation of two (2) towing contractors to Council.
Sept 20, 2011	After a competitive RFP process, City Council awarded towing contracts to Moynahan Towing Services and Road One Towing for two year term. (Contract Terms: October 1, 2011 through September 30, 2013)
May 21, 2013	City Council approves First Amendment to amend the Fee Schedule.
October 1, 2013	City Council approves Second Amendment contracts with Moynahan Towing Services and Road One Towing, Inc. extending the terms by one year. (Contract Terms: October 1, 2013 to September 30, 2014
June 5-6, 2014	Third Amendment to towing contracts with Moynahan Towing Services and Road One Towing, Inc. extending the terms by an additional year per Tow Contract Extension letters. (Contract Terms: October 1, 2014 to September 30, 2015)

July 20, 2015	Fourth Amendment to towing contract with Moynahan Towing Services and Road One Towing, Inc. executing the final one year extension per Tow Contract Extension letter. (Contract Terms: October 1, 2015 through September 30, 2016)

CITY OF NATIONAL CITY
REQUEST FOR PROPOSAL

RFP #: **GS1516-6**

Title: **Towing and Impound Contract**

Date Issued: **May 19, 2016**

Proposals Due: **Tuesday, June 21, 2016 by 3:30 p.m.**
Note: Proposals must be received in the Finance Department, at the address below, by the date & time shown.

Questions Due: **Thursday, June 2, 2016 by 3:30 p.m.**
Last day to submit questions

Note:

- Proposal is subject to all terms and conditions contained herein.
- For information call: Debra Lunt, Buyer (hereinafter "Purchasing Agent")
  (619) 336-4570 or email: dlunt@nationalcityca.gov

****

Complete All Information Below. Failure to do so may deem your proposal unresponsive or rejected for being incomplete.

Bidding Contractor Information:

Company Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____ Date: _____

Phone: Office:_____ Fax: _____

Mobile:_____

Web Address: _____ Email:_____

CITY OF NATIONAL CITY
FINANCE DEPARTMENT / PURCHASING DIVISION
1243 National City Blvd., National City, CA 91950
Ph (619)336-4570 Fax (619)336-4597
www.nationalcityca.gov

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INSTRUCTIONS FOR COMPLETING REQUEST FOR PROPOSALS ("RFP")

1. Where applicable, price each item separately. Prices should be stated per unit(s) specified herein.

2. Proposals must be submitted to, and received by the National City Finance Department / Purchasing Division, 1243 National City Blvd., National City, CA 91950, by the time and date specified on the cover page. Proposals will not be opened until after that time.

3. Proposals must be submitted using the forms and return address label provided as a part of this proposal package. The enclosed label should be attached to the envelope in which the proposal is being mailed, so that it is clearly identified as such.

4. Proposals shall be prepared in ink, by typewriter or on computer. Pencil is unacceptable. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.

5. Proposals received after the prescribed due date will be time stamped and returned to the contractor unopened. (See #2 above.)

6. If you choose to "NO PROPOSAL", or not to respond to this request, return the cover page and state reason; otherwise your name may be removed from the City's contractor list.

7. Should a Bidding Contractor find discrepancies in, or omissions from the specifications, or be in doubt as to their true meaning, Bidding Contractor may promptly request an interpretation from the Purchasing Agent. Any interpretation of, or change to the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations. Any request for an interpretation must be submitted to City Purchasing Agent no later than June 2, 2016 by 3:30 p.m.

8. Failure to respond to any portion of the RFP may be cause for rejection of proposal.

9. Any Bidding Contractor who wishes to withdraw its proposal must do so before the time and date established for opening of the RFPs.

10. If there are any questions or comments relative to technicalities of the proposal, they must be submitted in writing to the City Purchasing Agent no later than June 2, 2016 by 3:30 p.m.

11. Bidding Contractor shall read all attached terms, conditions and specifications carefully; they are a part of the proposal and shall be submitted with your response on the due date.

STANDARD TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS

1. EQUAL OPPORTUNITY

Each Bidding Contractor is required to have an Equal Opportunity Program of their own, a copy of which must be submitted with the proposal, or otherwise filed with the City's Finance Department. Companies with fewer than fifteen (15) regular, full-time employees at the time of award, are exempt.

The object of this program is to assure that vendors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; and will take action to assure that applicants are employed and that employees are treated, during employment, without regard to race, color, religion, sex, or national origin.

The City of National City, as a matter of policy, encourages the participation of small, disabled-owned businesses.

2. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a proposal to the City, the Bidding Contractor offers and agrees that if the /proposal is accepted, it will assign to the City 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 services provided by the proposal for sale to the City pursuant to the proposal. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidding Contractor.

3. SIGNATURE

All proposals must be signed with the company name and by an authorized officer or employee. The name is to be typed or printed along with signature. Obligations assumed by such signature must be fulfilled.

4. VARIATIONS IN SPECIFICATIONS

The City reserves the right to waive a variation in specifications if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

5. WARRANTIES

Bidding Contractor agrees that the services to be furnished shall be covered by the most favorable commercial warranties the Bidding Contractor gives to any customer for the same or substantially similar services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the City.

6. **FAILURE TO RESPOND**

In the event your company fails to respond to two (2) consecutive “Request for Bids/Proposals”, your company may be deleted from the Finance Department’s contractor list. Reinstatement can be accomplished upon request.

7. **INDEMNIFICATION**

The Bidding Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this proposal, and from any and all claims occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Bidding Contractor in the performance of this RFP.

8. **BUSINESS LICENSE**

All Bidding Contractors conducting business within the corporate limits of the City of National City must procure a business license. (Ref.: NCMC 6.04). Additional information may be obtained by calling the Business License Inspector at (619) 336-4341.

9. **SPECIFICATIONS**

The specifications contained herein are to be considered as minimum. Bidding Contractors may offer equipment which exceeds these requirements. However, equipment which fails to meet the minimum requirement at the time of inspection shall be considered as non-responsive to our needs. Any additions, deletions or variations to this specification must be stated. Bidding Contractor must furnish descriptive literature, complete specifications and data on the equipment furnished.

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I. OBJECTIVE AND PROCESS

A. BACKGROUND

On a daily basis, officers require vehicles be towed for various purposes. During calendar year 2015 the National City Police Department (hereinafter "NCPD") initiated non-referral impound towing of approximately 1,633 vehicles. The City of National City (hereinafter "City") does not operate tow trucks, nor does it have sufficient storage for the number of vehicles towed per year. Therefore, it is necessary to contract for such services to assist the NCPD.

B. DEFINITIONS

"30 Day Impound Fee" is defined as a fee paid to City by the Contractor, when a Serious Traffic Offender Program (hereinafter "STOP") vehicle is held for 30 days of storage. This fee is not applicable when the City releases a vehicle prior to the full 30 day period. Nothing in this section is intended to prevent or preclude the early release of a 30 day hold STOP vehicle, if circumstances warrant it.

"Bidding Contractor" is defined as a potential Contractor submitting a Proposal in response to the City's formal Request for Proposals.

"Committee" is defined as the Chief of Police, City Attorney, Purchasing Agent and City Manager, or their designees.

"Contract" is defined as the agreement between the City of National City and the Contractor(s) chosen as a result of this Request for Proposals (hereinafter "RFP") for the proposed dates of service.

"Contract Administrator" is defined as the Chief of Police.

"Contractor" is defined as the company(s) selected to be the designated tow truck company(s) during the term of the Contract.

"Contractor Rotation" is defined as the on-call rotation schedule determined by NCPD as to which Contractor is on-call at any given time, which schedule will depend on the quantity of chosen Contractors but will be equally arranged.

"Contract Year" is defined as any one year, a consecutive 365 day period during the term of this agreement.

"Fee Schedule" is defined as the fees charged by a Contractor to the owner, operator, or agent of the subject vehicle for various services charged by or through the Contractor. The fee schedule is approved and authorized by the City Council. The fee schedule includes itemized charges for numerous towing and storage services, including but not limited to, hookup fees, dolly fees, daily storage fees, after-hour release fees, City administrative fees, etc.

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"Negligent Vehicle Impound Release (NVIR) Fee" is authorized by the City and is paid by the owner to the City, collected through the Contractor. The NVIR Fee is defined as a fee charged to the owner, operator or agent of a vehicle that violated certain specified sections of the California Vehicle Code or National City Municipal Code. The NVIR fee is currently established at one hundred twenty four ($124) dollars. The NVIR fee may be adjusted during the term of the Contract at the discretion of the City. The Contractor, on behalf of the City, collects this fee from the owner, in addition to the other fees the Contractor is authorized to charge and collect, and remits this payment to the City twice a month.

"On-Demand Tow" is defined as the towing of a vehicle by a towing company that has been requested by the vehicle owner, operator, or agent, without police involvement. On-Demand tows may include owners or agents of private property landholders who arrange for vehicle towing service from private property without police involvement. If NCPD becomes involved in arranging for tow service, the matter is considered a "Police Referral Tow". On-Demand Tows are considered independent services outside the scope of the City's Contract.

"Police Tow" shall mean the towing of a vehicle at the direction of NCPD where the consent of the owner or operator or their agent of the vehicle is not required under existing law. This shall include, but is not limited to, the towing of vehicles that are illegally parked, abandoned, are evidence in a criminal investigation, are disabled due to a collision (pursuant to Sect. 22500 Cal. Veh. Code), mechanically disabled, or otherwise subject to the authority of NCPD.

"Police Referral Tow" is defined as the towing of a vehicle by the NCPD, at the request of the vehicle owner or operator or their agent. Examples include mechanically disabled vehicles, vehicles disabled as a result of collision, or any other circumstances where the public right-of-way is impacted.

"Proposal" is defined as a potential Contractor's response/bid to this RFP.

"Provisional Award" means the final selection of Contractor(s) recommended by City staff but before City Council has awarded the final Contract.

"Purchasing Agent" for the City is defined as the designated position of Buyer in the Finance Department.

"RFP" means Request for Proposals for the Towing Contract.

"Response Time" is defined as the elapsed time between the dispatch of the tow service request by the NCPD Dispatch Center or City employee to the Contractor and the arrival of the specific tow truck type requested to fulfill the tow need on-scene.

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"Secondary Tow" is defined as the impound of a vehicle on orders of law enforcement under the authority of California Vehicle Code § 22655 or 22655.5 and the vehicle is brought to the NCPD for evidence processing. The secondary tow occurs when NCPD directs the original Contractor to retrieve and store the vehicle on the Contractor's property.

"S.T.O.P. Fee" The Serious Traffic Offender Program is a program authorized by City resolution. The program focuses on unlicensed drivers and provides for a 30 day impound of vehicles. Such fee, designed to off-set the administrative costs of the program, is authorized by the City Council under the authority of California Vehicle Code § 22850.5. The STOP fee may be adjusted during the term of the Contract at the discretion of the City. This fee is charged to the vehicle owner, operator or agent and is collected by Contractor, on behalf of City, in addition to the other fees the Contractor is authorized to charge and collect.

"Towing Program Fee" is a fee from Contractor to City and is authorized by California Vehicle Code Section 12110(b). It is defined as a quarterly fee charged to Contractor(s) by the City in connection with the award of a franchise for the towing services for the City. The Towing Program Fee is designed to compensate the City for its actual and reasonable costs incurred by the City to process and administer towing services. The Towing Program Fee may be adjusted during the term of the Contract at the discretion of the City Council, and is payable and set forth in Attachment A. If more than one Contractor is chosen, then the fee is divided equally amongst the number, in equal shares, each quarter.

C. SCOPE OF WORK

The purpose of this RFP is to obtain a Contract to provide towing services required by the City for the period of two (2) years from award of the Contract, with options to renew up to three (3) additional one year periods. The Contractor shall provide towing and storage for the City of National City for its towing allowed by law without the owner or agent's consent, provided under the law. The performance area includes all incorporated areas of the City of National City, California. The Contract excludes vehicles that are towed due to impound forfeiture or the City's abandoned vehicles program ("AVA"). Subcontracting by the Contractor for the actual towing service will not be permitted by the City.

D. OBJECTIVE

The objective of this RFP is to award Contract(s) that deliver the best overall value to the City, including, but not limited to, experience, price, delivery, ability to meet specifications, efficiency, and any and all other factors that may be of benefit to the City related to providing the services outlined in this RFP. It is the City's intent to award Contracts to two Contractors. Contractors will be scheduled for towing services on a rotating schedule. Following award of the Contract(s), the NCPD Traffic Supervisor will provide each Contractor with a schedule.

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E. PURCHASING AGENT

Contractors who have received this RFP from a source other than the Purchasing Agent listed on the cover page of this RFP should immediately contact the Purchasing Agent and provide their name and mailing address to the City, in order that notices of addenda to the RFP, or other communications, can be sent to them. Bidding Contractors who fail to notify the Purchasing Agent with this information assume complete responsibility in the event that they do not receive communications prior to the closing date of the RFP.

F. QUESTIONS

Each Bidding Contractor is responsible for carefully reading and fully understanding the terms and conditions of this RFP. All contact between Bidding Contractors and the City will be formally made at scheduled meetings or in writing through the Purchasing Agent. Requests for clarification or additional information must be made in writing to the Purchasing Agent and received at the Finance Department address listed on the cover page no later than 3:30 p.m. on June 2, 2016. Such requests should contain the following: "QUESTIONS: RFP #GS1516-6". Only written communications relative to this RFP shall be considered. Hard copy, facsimile, and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Bidding Contractor to verify City receipt of their questions.

All questions will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidding Contractors who are on record with the Purchasing Agent as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

G. SUBMISSION OF PROPOSALS

Proposals shall be:

1. Submitted in the format set forth herein;

2. Made in the official name of the business or individual under which the Bidding Contractor's business is conducted (including the official business address);

3. Cover page of this RFP signed by a person duly authorized to commit Bidding Contractor to the Proposal;

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4. Submitted in a sealed envelope with label provided by City as part of the RFP package firmly attached to the front of the sealed proposal;

5. Addressed to the Purchasing Agent identified on the cover page of this RFP; and,

6. The Bidding Contractor must submit one (1) original cover page and three (3) copies. Attachments shall be provided in the same manner. Failure to submit the proposals in a sealed manner may cause it to be rejected as non-responsive and not acceptable. Faxed or electronically submitted proposals will not be accepted.

H. CLOSING DATE

Proposals must arrive at the location identified on the cover page of this RFP, received by the City of National City Finance Department on or before the date and time specified on the cover page, in the format set forth herein. There will be no public opening of the proposals. The names of the Bidding Contractors will not be released until announcement of the Provisional Award.

I. LATE SUBMISSIONS

Bidding Contractors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any proposal, addenda to proposals, request for withdrawal of proposals arriving after the closing date and time, or modification of a proposal that is not received at the designated location, time and date set forth herein will be considered late and shall not be accepted by the City. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Bidding Contractor. A record of late submission, request for withdrawal, or modification of a proposal shall be made in the appropriate City file.

J. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidding Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. CONTENT OF THE PROPOSAL

1. Proposal Summary

The Proposal Summary shall be submitted by the company's management

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and shall contain a brief narrative or synopsis summary of how the Bidding Contractor's proposal meets the needs of the City incorporating the Bidding Contractor's understanding of the background, scope of work, and objective as specified in the RFP.

2. The Technical Proposal

The information specified herein must be addressed in the technical proposal. The Bidding Contractor must expressly indicate that it satisfies and is fully capable of providing each provision of the RFP. Bidding Contractors shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specific Provisions and Technical Specifications are insufficient. Rather, the Bidding Contractor must describe in detail how the proposed services meet or exceed the stated Specific Provisions and Specifications and Bidding Contractor shall state their understanding and compliance. Additionally, the Bidding Contractor must explain any exception or deviation from the Specific Provisions and Technical Specifications. Bidding Contractors should also include any other information they feel may be of benefit to the City.

Bidding Contractors are urged to read the Specific Provisions and Technical Specifications very carefully and must submit their questions, in writing, by 3:30 p.m., June 2, 2016. Misinterpretation of Specific Provisions and Technical Specifications by the Bidding Contractor shall not relieve the Bidding Contractor of responsibility to perform the contract, if awarded.

3. Submittals Required with Technical Specifications

(1) Bidding Contractor's References (Attachment B to this RFP.)

(2) Copy of CHP form 234B for trucks assigned to this RFP

Failure to provide the required submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

4. Price Aspect of the Proposal

Price Proposal Pages

Bidding Contractors shall submit their own pricing proposals. The pricing proposals shall be clear, understandable, and in an organized fashion.

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(Attachment A, Page 22, Bidding Contractor must provide a bid for the Towing Fee Schedule. The City will evaluate submitted bids and determine an appropriate Towing Fee Schedule that will be applicable to each awarded Contractor and may be used as a guide in developing the Price Proposal.)

5. Completion and Signing of the RFP Cover Page

Contractors must complete and sign the RFP cover page. Failure to submit this signed document may cause the Bidding Contractor's proposal to be rejected.

L. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

A. Insurance requirements as specified in Section II, paragraph B of this RFP.

B. Names of all Bidding Contractor's employees that will be assigned to the Contract, as specified in Section III, paragraph C of this RFP.

C. Failure to provide the required submittals upon Provisional Award, within the time period specified, may be cause for the Provisional Award to be voided and the proposal to be rejected as non-responsive.

M. ACCEPTABILITY OF PROPOSALS

The Purchasing Agent shall determine which Bidding Contractors have met the requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a proposal. The Purchasing Agent and/or Committee shall have the authority to determine whether any deviation from the requirements of this RFP is significant in nature. The Purchasing Agent may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest. The Purchasing Agent may reject in whole or in part any and all proposals if such is in the City's best interest.

N. EVALUATION

The City Committee will review the Technical Specifications, Specific Provisions and Price Proposal. Additionally, the City reserves the right to require, during proposal evaluation, that the Bidding Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining the Bidding Contractor's financial responsibility.

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O. ORAL PRESENTATIONS

Bidding Contractors may be required to make individual presentations to the Committee, or its designated representatives, in order to clarify their proposals. If the City determines that such presentation is needed, the issuing office will schedule a time and place for oral presentations. Bidding Contractor is required to make the oral presentation within five (5) workdays after request by the City. Each Bidding Contractor should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation, Bidding Contractors shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this RFP.

P. NEGOTIATION

The City has the right to accept the best proposal as submitted, without discussion or negotiation. Bidding Contractors should therefore not rely on having a chance to discuss, negotiate or adjust their proposals.

Q. CITY'S UNILATERAL RIGHT

This RFP creates no obligation on the part of the City to award a Contract(s) or to compensate Bidding Contractors for proposal preparation expenses. The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all proposals submitted in response to this RFP, when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one (1) or more Bidding Contractors; to waive or permit cure of minor irregularities; and to conduct discussions with Bidding Contractors in any manner necessary to serve the best interest of the City.

R. EVIDENCE OF RESPONSIBILITY

Prior to the award of a Contract(s) pursuant to this RFP, the City may require all Bidding Contractors to submit such additional information bearing upon Bidding Contractor's ability to perform the Contract, as the City deems appropriate. A Bidding Contractor may be required to make an oral presentation or a demonstration of its facilities and equipment to the City. The City may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, customer service, capacity, integrity, ethics, performance record, proper levels of insurance, and experience of the Bidding Contractors.

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S. BASIS OF AWARD

Award will be made to the responsible Bidding Contractor or Contractors whose proposal(s) is (are) determined to provide the overall best value to the City, considering evaluation of service capabilities, experience, price, and other factors assessed in this RFP.

Technical ranking of proposals will be evaluated in conjunction with the corresponding price ranking to determine a final ranking for each proposal. The City is under no obligation to make award based solely upon financial factors. Monetary or other incentives offered by the Bidding Contractor not contained or required by this RFP will not be considered or be a basis of the award.

Any Contract to provide towing services is subject to a substantive city administration review process by the Committee. The Committee will issue a recommendation as to the award and provide a Provisional Award. However, no Contract for towing service shall become effective until the City Council of the City of National City has reviewed and approved the Contract in a City Council meeting.

T. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by a Bidding Contractor in preparing and submitting a proposal or best and final offer or in making an oral presentation or demonstration.

II. GENERAL REQUIREMENTS

A. ROLES OF THE PURCHASING AGENT AND CITY CONTRACT ADMINISTRATOR

The Buyer ("Purchasing Agent") is the City's authorized representative for all pre- contract matters related to this Contract. Throughout the duration of the RPF period, the Purchasing Agent shall be the individual with authority to modify any provisions of this RFP including, without limitation, the statement of work or pricing. The Chief of Police or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Chief of Police or designee shall have no authority to modify any provisions of this RFP.

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Contract Administrator for the City of National City

Chief of Police
National City Police Department
1200 National City Blvd
National City, CA. 91950
(619) 336-4511

Management and Operations

Neighborhood Policing Team I Lieutenant
National City Police Department
1200 National City Blvd
National City, CA 91950
(619) 336-4519

Inspection & Operational Supervision

Traffic Supervisor
National City Police Department
1200 National City Blvd
National City, CA 91950
(619) 336-4446

B. INSURANCE REQUIREMENTS

All required insurance shall be submitted to the City of National City within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified shall be cause for the bid to be rejected as non-responsive. The Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for immediate termination of the contract.

All policies must have a thirty (30) day cancellation clause, giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage, depending upon assessment of the risk, the Contractor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A-, VI" or better by the A.M. Best Key Rating Guide.

All policies must be endorsed to provide that the insurance afforded by Contractor

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is primary to any insurance or self-insurance maintained by City and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance or self-insurance maintained by City and its elected officials, officers, employees, agents, and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

The following coverage is required:

i. Commercial General Liability for a minimum of two million dollars each occurrence ($2,000,000.00 EO) with Sudden and Accidental Pollution coverage. The City of National City must be named as an additional insured on the certificate.

ii. Automobile Liability for a minimum of two million dollars combined single limit ($2,000,000.00 CSL) per person and four million dollars ($4,000,000.00) per accident. The City of National City must be named as an additional insured on the certificate.

iii. Garage Keepers minimum of one million dollars each occurrence ($1,000,000.00 EO).

iv. On Hook/Cargo in amounts not less than fifty thousand dollars ($50,000.00) / twenty thousand dollars ($20,000.00) /one hundred thousand dollars ($100,000.00), the maximum deductible shall be no more than two thousand five hundred dollars ($2,500.00).

v. Workers' Compensation coverage in accordance with the laws of the State of California. Policy must contain a Waiver of Subrogation of Rights against the City of National City.

vi. The City does not require a performance bond.

If required insurance coverage is provided on a 'claims made' rather than 'occurrence' form, the contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of the contract.

Any aggregate insurance limits must apply solely to the Contract.

C. <u>OPTION TO RENEW</u>

The City of National City reserves the option to renew the Contract for up to three (3) successive one (1) year periods under the terms and conditions herein stated, beginning on the anniversary of the commencement of service, including any amendments. The renewal is contingent on a mutual Contract between the City and the Contractor, with such Contract to be confirmed by the Contract Administrator within sixty (60) days prior to the expiration of the contract period.

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The City of National City or the Contractor may decline to confirm the renewal of the Contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter informing the Contractor of the City's interest in exercising its option to renew the Contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City of National City in writing, before it becomes valid.

The City will not grant an option, if the Contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the National City area, as published by the Bureau of Labor Statistics, or five percent (5%) whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The City will evaluate the requested increase, and the City reserves the right to accept or reject the requested increase.

D. STANDARD TERMS AND CONDITIONS

Except as otherwise specified herein, the attached Standard Terms and Conditions are incorporated as part of this proposal and any resulting Contract by reference.

By signing and/or authorizing the proposal submittal, the Bidding Contractor acknowledges that they have read and understand the meaning, intent, and requirements of said Standard Terms and Conditions; and acknowledge said Standard Terms and Conditions are included as a part of this bid/proposal. In the event of any conflict between the City of National City Standard Terms and Conditions and the terms and conditions included in this proposal, the terms and conditions of this proposal shall prevail.

III. SPECIFIC PROVISIONS

All requirements specified within this RFP are minimum requirements to be included in the Contract, which the Bidding Contractor shall meet in providing services for the City.

A. TECHNICAL SPECIFICATIONS

Evaluation of the technical specifications of the proposals will be in accordance with the Specific Provisions and Technical Specifications of the Proposal. The Bidding Contractor must satisfy and explicitly respond to all the Specific Provisions and Technical Specifications, including a detailed explanation of how each item listed in the Specific Provisions and Technical Specifications are to be met. The last phase of this technical evaluation will be the ranking by the Purchasing Agent of each qualified proposal on technical merit.

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1. Meeting the Specific Provisions and Technical Specifications

Evaluation factors will include but are not limited to the technical aspects of the proposal, delivery, feasibility of the proposal, conformity of services proposed to the specifications, and any other factors that may be of value to the City.
The Purchasing Agent may request additional technical assistance from any source.

2. Bidding Contractor Experience and Past Performance

The City requires established business experience, performance, and references within the past three (3) years (Attachment B). The references listed shall verify that the Bidding Contractor has provided services of a similar scope and nature to those outlined in this RFP, and that they are able to provide information about the quality of Bidding Contractor's past performance. The Bidding Contractor shall verify that references, telephone, and facsimile numbers are valid.

When assessing the Bidding Contractor's past performance, the City may consider its experience if the Bidding Contractor worked with the City previously, and may also contact other sources of information, including, but not limited to Federal, State, and Local Government Agencies, Better Business Bureaus, published media, and electronic databases. The City may consider the Bidding Contractor's history of compliance with their local regulations, state law and their zoning and Conditional Use Permits, if they are applicable.

3. Inspection

The City reserves the right to inspect, without advance notice, the Bidding Contractor's equipment and facilities to determine if the Bidding Contractor is capable of fulfilling the terms of Contract. Inspection will include, but is not limited to, survey of Bidding Contractor's physical assets (including operational ability of all trucks) and financial capability. Bidding Contractor, by signing the proposal, agrees to allow the City or its agents' right of access to physical assets and financial records for the sole purpose of determining Bidding Contractor's capability to perform the contract. The Bidding Contractor shall grant access to facilities/equipment for inspection and financial records in a timely manner.

In conducting this inspection, the City reserves the right to disqualify a Bidding Contractor who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform the Contract.

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Failure to permit an inspection upon the City's initial request may be cause for disqualification. No notice is necessary to the Bidding Contractor.

B. BUSINESS HOURS

The business office of the Contractor shall be located within the storage yard for which a towed vehicle is located and be open to serve the public and the City from 8:00 a.m. to 6:00 p.m., Monday through Friday, except for City observed holidays. City observed holidays are:

New Year's Day, Martin Luther King Jr. Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately thereafter, Christmas Eve, and Christmas Day.

C. CONTRACTOR'S EMPLOYEES

All drivers must maintain a professional appearance. Staff shall work in a neat and clean uniform. The Contractor(s) shall furnish staff with a shirt or some other type of outerwear bearing the company name and logo. Appropriate clothing will be worn at all times including by employees that are being trained. All employees will conduct themselves in a professional manner when interacting with the public or City employees.

Within ten (10) days of provisional award, the Contractor(s) shall provide the NCPD Traffic Division Sergeant with the names of all employees that will be assigned to the contract. Drivers and other employees associated with the processing and removal of vehicles shall be subject to a complete background investigation.

The Contractor will notify NCPD Traffic Supervisor whenever an employee is terminated, or a new employee is hired within ten (10) days and in writing.

Contractor(s) shall ensure that all tow truck drivers responding to calls initiated by the City are properly licensed, qualified and competent employees. The Contractor(s) shall ensure all tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of ALL vehicles. All tow truck drivers shall possess the proper class license and certificates for towing vehicles, along with a Class 'A' endorsement to allow operation of special vehicle configurations and/or special cargos.

Contractors' employees shall be qualified to perform all work undertaken by or assigned to them. In the event a driver or the equipment is inadequate and the Contractor is unable to service the request, a charge for service or labor will not

be permitted.

Operators shall have all tow truck drivers involved with NCPD's rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.

1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.

2) Those drivers that are not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Subsection 1 above.

3) The operator shall ensure selection pools for commercially and non-commercially licensed drivers are maintained separately. The operator shall provide proof records of their CSAT programs to NCPD.

4) A driver possessing a non-commercial driver's license who tests positive but subsequently returns with a negative test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

D. STORAGE YARD

There shall be a minimum of one (1) vehicle storage yard within a ten (10) mile radius from City Hall, 1243 National City Boulevard, National City, with adequate storage capabilities for all vehicles retrieved from the City and requiring storage. The Contractor shall identify the exact location and size of any storage yards included in their proposal. No other storage yard may be used for purposes of execution of the Contract with the City in that all vehicles towed from within the City must be stored in the yard within the ten mile radius of City Hall, 1243 National City Boulevard, National City.

The storage yard shall be at least 10,000 square feet and have space necessary to accommodate all National City Police Department tows and comply with all applicable local and state regulations (including but not limited to: National City Municipal Code and California Fire, Sign, Zoning, and Building Codes). There shall also be the following:

1. Be completely enclosed by a building or an 8-foot uniform high solid fence or wall with a lockable gate.

2. Alarms and intrusion sensors that provide immediate notification capabilities at all times or similar devices or security measures.

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3. Sufficient lighting to detect unauthorized entrance at night.

4. All areas open to vehicular traffic shall be paved with cement, asphalt surfacing or oil and aggregate mixture.

5. The entire site is to be continuously maintained to prevent accumulation of trash, combustible waste, and hazardous debris.

6. The storage yard must be a reasonable distance from public transportation.

7. The storage yard is to be served by drainage capabilities to prevent the accumulation of water.

8. Stored vehicles shall be arranged to provide reasonable and immediate inspection at any time by the City's agents.

The Contractor shall provide service to the public twenty-four (24) hours a day, seven (7) days a week so that an owner may pay towing and storage fees at the Storage Yard where their vehicle is stored and obtain its release.

The Contractor is responsible for the reasonable care, custody, security, and control of any property contained in towed or stored vehicles. All items removed from a vehicle or left stored within the vehicle shall be released to the owner or agent of the impounded vehicle upon demand during normal business hours unless the vehicle is under law enforcement hold.

Vehicles may not be taken off-site of the Storage Yard, without the City's permission.

E. TRUCKS

The Contractor shall provide equipment capable of providing the following services:

1. Towing of large oversized vehicles as defined in Attachment A;

2. Towing from off road areas;

3. Towing in underground garages;

4. Wheel lift towing; and

5. Rollback towing.

All tow trucks shall meet the California Highway Patrol (the "CHP")

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requirements relating to Tow Trucks and the California Vehicle Code standards for design, equipment, and safety for the driver, operator, and public. Proof of certification by the CHP must be submitted with the proposal.

All tow trucks used by the Contractor(s) in performance of the Contract shall be equipped with a system that enables the driver of the tow truck to immediately communicate with the Contractor's dispatch center.

F. TOWING

The Contractor(s) shall tow all forfeited vehicles, as directed by the City.

The Contractor(s) shall not drive the forfeited vehicles except to move them within the storage facility. Use of vehicles for personal or other use than as herein prescribed is strictly prohibited.

G. RESPONSE TIME

The Response Time for Towing Service shall not exceed twenty (20) minutes. Response Time is defined as the elapsed time between the Police dispatch of the tow service request by the City to the Contractor by the Police Dispatch Center and the arrival of the tow truck on scene.

The Contractor is expected to dispatch any available tow truck immediately upon receipt of a towing request.

The Contractor is expected to notify Police Dispatch Center when the response time requirement cannot be met. The Police Dispatcher or the officer at the scene will have the discretion to cancel the tow if the response time cannot or is not met and re-dispatch to the alternate Tow Contractor, at no cost to City.

Contractor(s) shall pay a five hundred dollar ($500.00) penalty, if more than five percent (5%) of the tows in any calendar month period exceed the maximum response time requirement. This is calculated based on individual tow per any single request by the City for emergency towing services and not average response times. Failure to meet Response Time requirements may result in termination of this Contract.

H. TOWING PROGRAM FEE

The Contractor(s) shall make quarterly Towing Program Fee payments to the City, as permitted pursuant to Vehicle Code Section 12110. The quarterly Towing Program Fee payment amount shall be thirty thousand six hundred thirty dollars ($30,630.00), for an annual total of $122,520, to be divided in equal shares between the designated Contractors. The Towing Program Fee is payable to the City on the fifteenth day of the calendar month following the end of each

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fiscal quarter. The designated Towing Program Fee payment shall be payable for the length of the contract subject to annual adjustments. No part of the Towing Program Fee payment shall be refunded or forgiven if this contract is terminated for any reason.

The Towing Program Fee is payable to "City of National City." Payments shall be directed as follows:

Operations Assistant
National City Police Department
1200 National City Blvd.
National City, CA 91950

(Payments to be identified as: Towing Program Fee for the quarter of _____.)

I. OTHER FEES

The Contractor shall be responsible for collecting and paying to the City some pass- through fees authorized by state and local regulation (i.e., STOP and NVIR). These are fees paid by the vehicle's owner or their agents to the City, collected by the Contractor before release.

Such fees collected by Contractor shall be due and payable to City no later than the fifth (5th) day of each month, and the twentieth (20th) day of each month. Payments due on the fifth (5th) day of each month shall include and account for all vehicles released by Contractor between the sixteenth (16th) day of the month and the last day of the month (inclusive). Payments due on the twentieth (20th) day of the month shall include and account for all vehicles released by Contractor between the first (1st) day of each month and the fifteenth (15th) day of the month (inclusive).

Payments shall be directed as follows:

Operations Assistant
National City Police Department
1200 National City Blvd.
National City, CA 91950

(Payments to be identified)

IV. PRICING SUBMITTAL

The price proposal shall address all items identified below and incorporated in the attached Fee Schedule, along with any other charges.

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A. TOWING PROGRAM FEE

1. Fees
Contractor(s) shall make quarterly designated Towing Program Fee payments to City for the right to provide towing and storage service to City. The Towing Program Fee payment amounts by the Contractor(s) shall be combined to be thirty thousand six hundred thirty dollars ($30,630.) per quarter, divided equally.

2. Towing Program Fee - Due Date

The Towing Program Fee payment shall be due and payable no later than the fifteenth (15th) day of the calendar month following the end of each quarter.

3. Towing Program Fee - Late Fee

Any amount owed City beyond the due date shall accrue interest each day the amount due is not paid, at an annual rate equal to twelve (12%) percent per annum, or at the maximum rate permitted by applicable law, whichever is lower.

B. TOWING CHARGES FOR CITY VEHICLES

Contractor agrees not to charge City a fee for the towing of marked or unmarked City police vehicles within the jurisdictional limits of National City.

Contractor shall charge City 25% of the Basic Tow Fee for the towing of all other City vehicles within the jurisdictional limits of National City.

Contractor agrees that the fees for towing all City vehicles occurring outside the jurisdictional limits of National City shall be resolved between the Contract Administrators but shall not exceed 25% of the basic tow fee.

C. STORAGE FEES

Daily storage fees for City vehicles, seized vehicles, and vehicles for evidentiary purposes.

D. LIEN SALE FEES

Any and all fees associated with the disposition of vehicles whether paid by City or public, as provided by law.

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ATTACHMENT "A"

(Bidding Contractor must provide a bid for the below Towing Fee Schedule. The City will evaluate submitted bids and determine an appropriate Towing Fee Schedule that will be applicable to each awarded contractor.)

TOWING FEE SCHEDULE

SERVICE	FEE
BASIC TOWING Includes First Hour Hookup, Labor, Standby Time, for vehicles Under 9,500 GVW (unloaded).	
MEDIUM SIZE - BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles over 9,500 GVW but less than 22,000 GVW (unloaded).	
LARGE SIZE - BASIC TOWING Includes first hour hookup, labor, and standby time, for vehicles over 22,000 GVW (unloaded).	
ON-SCENE or STAND-BY LABOR Each 15-minute increment, beyond first hour. Is charged only when extra ordinary labor must be expended to recover a vehicle. **Stand-by** is charged when the job cannot be started and must be explained on the tow bill.	
DOLLIES: Will only be used when there is not a less expensive, safe manner of handling the situation.	
DRY RUN May also be known as a "hook-up – drop fee" and is charged when the vehicle is hooked up and the owner returns before the vehicle is in transit.	
PER MILE TOWING Applies only to vehicles recovered outside the jurisdiction of the city of National City.	
MAXIMUM STORAGE – PER DAY Per day is defined as a 24-hour period.	

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STORAGE PER HOUR The maximum daily hourly storage rate, not to exceed the maximum storage-per day rate.	
AFTER HOURS VEHICLE RELEASE After 5PM and before 8AM, including weekends and all City-observed holidays	
NOTIFICATION OF LIEN SALE Vehicle valued at less than $4.000, (22851.12 CVC).	
NOTIFICATION OF LIEN SALE Vehicle valued at over $4,000. (22851.12 CVC).	
POLICE EQUIPMENT TOWING Inside jurisdictional limits of National City.	No Charge
CITY EQUIPMENT TOWING Includes all City vehicles. Also includes police vehicles towed from outside jurisdictional limits of National City.	25% of Basic Towing Fee
TOWING OF VICTIMS' VEHICLES	

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ATTACHMENT "B"

BIDDING CONTRACTOR'S REFERENCES

The Bidding Contractor is **required** to provide a minimum of five (5) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of National City to judge the responsibility, experience, skill, and business standing of the Bidding Contractor.

REFERENCES

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

_____

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

_____

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

_____

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

_____

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BIDDING CONTRACTOR'S REFERENCES *(cont.)*

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

_____

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

_____

Company Name: _____ **Contact Name**: _____

Address: _____ **Phone Number**: _____

_____ **Fax Number:** _____

Dollar Value of Contract: $_____ **Contract Dates**: _____

Requirements of Contract: _____

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