

CITY COUNCIL

Vince Holvik, Mayor
Jeff Cobb, Vice Mayor
Gary Hansen, Council Member
Terry Taylor-Vodden, Council Member
Jim Yoder, Council Member

CITY MANAGER
Steve Holsinger

CITY CLERK
Natalie Butler



201 North Lassen Street
Willows, CA 95988
(530) 934-7041
www.cityofwillows.org

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 28, 2012

7:00 p.m.

1. Call to Order Willows City Council Regular Meeting - 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call
4. Agenda Review: (Requested Changes by Council or Staff).
 - a) Consider acceptance, by motion, of City Council February 28, 2012, Agenda.
5. Presentations & Proclamations:
 - a) Presentation of a Proclamation honoring the Willows Fire Department in celebration of its 125 years of dedicated service to the citizens of Willows.
 - b) Marc Nemanic, Executive Director of 3Core, will be presenting a summary report on 3Core's services offered to the City of Willows over the last five years.
 - c) Cathy Emerson with the Center for Economic Development at California State University, Chico, will give an update on Broadband Initiative in Northern California.
6. Public Comment / Written Communications: Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor; however, no formal action will be taken unless placed on a future agenda. (*Public Comment is generally restricted to three minutes*).
7. Consent Agenda: Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Councilperson or citizen requests, in which event the item will be removed from the consent agenda.
 - a) Consider approval of General Check Register.
 - b) Consider approval of Payroll & Direct Deposit Check Registers.
 - c) Consider approval of the January 24, 2012, Regular City Council Meeting Minutes.
 - d) Consider approval of appropriation and transfers as directed by the Council at the February 9, 2012, Mid-Year Budget Review Meeting.

8. Public Hearings: *(Persons wishing to speak on a Public Hearing item are asked to approach the microphone to address the Council and limit comments to three minutes. It is also requested that you please state your name for the record).*
None
9. Ordinances: None
10. Items introduced by City Council or Administrative Staff for discussion purposes only:
11. New Business:
 - a) Consider authorizing the City Manager, Police Chief and Finance Director to seek bids (RFP) for a contract to provide tow services for the City of Willows.
 - b) Consider allowing the City Manager to enter into an agreement for energy efficient light replacement with Advanced Lighting Services Inc. utilizing 2009 ARRA funding in the amount of \$29,047.50.
12. Council Member Reports:
13. Executive Session: None
14. Adjournment:

CERTIFICATION: Pursuant to Government Code §54954.2 (a), the agenda for this meeting was properly posted on or before February 23, 2012.

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD
January 24, 2012

1. The meeting was called to order at 7:00 p.m. by Mayor Holvik.
2. **PLEDGE OF ALLEGIANCE:** John Hearsey led the Pledge of Allegiance.
3. **ROLL CALL:**

<u>Present:</u>	Council Members Cobb, Taylor-Vodden, Hansen & Mayor Holvik
<u>Absent:</u>	Yoder
4. **Agenda Review:**
 - a) Council Member Hansen **moved, seconded** by Council Member Taylor-Vodden, to accept the January 24, 2012 Meeting Agenda as presented. The motion unanimously passed.
5. **Presentations & Proclamations:**

Mayor Holvik presented Council Member Hansen with a Mayor's plaque in appreciation for his service as the Mayor of the City of Willows during 2011.

Police Chief Bill Spears presented Certificates of Appreciation to Casa Ramos Restaurant and to the Community Wish Foundation for the generous contributions and support in helping with fundraising efforts for the Police Department's new K-9 program.
6. **Public Comment/Written Communications:**
 - a) Rose Marie Thrailkill gave the Council an update on various community activities and special events that have occurred in the recent past and will be occurring in the future. She also reported that the Chamber of Commerce is currently in the process of revising and updating their Business Directory and they are working with the new Post Master in order to mail the new directories to all residents within the City.
 - b) Dennis James, Local Representative of the Willows VFW Group, announced that the VFW will be hosting a fundraiser on March 9 at Memorial Hall. There will be Bingo, raffle prizes, door prizes, silent auction and other activities. He encouraged everybody to attend.
 - c) Jeff Williams thanked the Council for their service to the Community, but he stated that he did not agree with their decision at the meeting held on December 13, 2011, to approve spending \$18,000 of General Fund monies for a potential tax measure survey to be conducted. He stated he believed the money could have been better spent elsewhere.

7. **Consent Agenda:**

Council Member Taylor-Vodden requested that item 7(c), the Minutes of the December 13, 2011 Meeting, be pulled from the Consent Agenda and voted on separately. It was **moved** by Council Member Hansen and **seconded** by Council Member Taylor-Vodden to approve the Consent Agenda as amended. The motion unanimously passed.

Council Member Taylor-Vodden then requested that the Minutes of the December 12, 2011, Meeting be amended to include her suggestion that City Staff begin to look into the future implementation of a two-tiered retirement system for new employees hired by the City and that she emphasized the need to investigate these options in the immediate future. The Clerk noted the amendments and it was then **moved** by Council Member Taylor-Vodden and **seconded** by Council Member Hansen to approve Consent Agenda item 7(c) with the aforementioned amendments to the Minutes. The motion unanimously passed and the following items were approved/adopted:

- a) Approval of General Check Register (24113-24164)
- b) Approval of Payroll & Direct Deposit Check Registers (Z03164-Z03199 & 31617 - 31640).
- c) Approval of the December 13, 2011, Regular City Council Meeting Minutes (with amendments).
- d) Approval of January 10, 2012 Regular City Council Meeting Minutes.

8. **Public Hearings:**

- a) Conduct a Public Hearing regarding the 2011/2012 Appropriation Limit for the City of Willows and consider adoption of a Resolution establishing said limit:

Finance Director Tim Sailsbery explained that annually the City is required to establish its appropriations limit by Council Resolution. The appropriation limitation imposed by Propositions 4 & 111 creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The limit is based on the actual appropriations during the 1978-79 fiscal year and is increased each year using the growth of population and inflation. Not all revenues are restricted by the limit, only those that are designated as "proceeds of taxes" are included.

The City's appropriation limit for fiscal year 2011/12 is \$7,585,732. With qualified proceeds of taxes \$2,801,245 for the year, the City is \$4,784,787 under the limit. The City Auditor has reviewed the worksheets and Staff is asking for the Mayor to conduct a Public Hearing and upon conclusion, for the Council to consider adoption of a Resolution establishing said limit.

Mayor Holvik opened the Public Hearing at 7:21 p.m. and receiving no comments, subsequently closed the hearing at 7:21 p.m. It was then **moved** by Council Member Hansen and **seconded** by Council Member Taylor-Vodden to adopt a Resolution of the City Council establishing the 2011/2012 Appropriation Limit. The motion unanimously passed.

9. **Ordinances:** None

10. **Items introduced by City Council or Administrative Staff for discussion purposes only:**

The City Manager announced that the City of Willows has recently been informed that they were the recipient of the Waste Water Treatment Plant Award for the third consecutive year.

11. **New Business:**

- a) Consider allowing the Willows Kiwanis Club to place banners on Wood Street & Tehama Street in support of military service personnel currently serving the armed forces:

Wade Danley addressed the Council on behalf of the Willows Kiwanis Club. He stated that he currently has a son that is serving the United States Air Force, but that wasn't the main reason for this request. He stated that he frequently travels to the City of Susanville which currently has roughly one hundred banners hanging throughout the City with the pictures of current service men and women. This prompted the Kiwanis Club to look further into this concept because they felt that it represented Patriotism and a very "Home-Town" atmosphere. The more they researched this they learned that many small towns throughout California are doing this to honor their home town service men and women. The Kiwanis Club is requesting the City of Willows to allow these types of banners to be placed at various frequently traveled areas throughout the City; more specifically, on Sycamore, Tehama and Wood Streets. Mr. Danley stated that he has researched the prices of the banners, the holders and other items associated with this project and at this time there are approximately fifteen families who have expressed an interest in doing this. He stated that at this time they are not actively pursuing this until they get all of the necessary permissions from the City and from Cal-Trans (for placement of banners on Wood Street). Once permissions are granted, then he would begin to actively solicit for applications and the banners would be placed on a six month rotational schedule. He stated that in other Cities the utility companies generally volunteer to put up and take down the banners, however, he spoke to the Public Works Director, Greg Tyhurst, who indicated that the City Public Works Department, with the permission of the City Council, may offer this as a free public service. Mr. Danley indicated that the banners would consist of the service member's photograph, their branch of service, and the Willows Kiwanis Logo. He anticipates using approximately 20 poles throughout the City if granted permission to do so.

Council discussion ensued and all Council Members were in agreement that this was a great idea and a nice way to celebrate, support and recognize our hometown heroes. The issue of the banner placement on Wood Street was discussed because it is a State Highway and permission to place banners on a State Highway would need to be granted by Cal-Trans. The City Manager stated that he believed the City had a contract with Cal-Trans in the past for this type of thing, or something similar. He stated that he would try to contact Cal-Trans and see if the City could resurrect the contract. Then discussion ensued about who would put up and take down the banners. It was the consensus of the Council that the Public Works Department would take on this responsibility and that they would do so as a Public Service and free of charge. Finally, the

Council decided that once the first set of banners are hung; they will revisit and review this item after one year to make sure there aren't any problems or issues, and if there are not, the project would continue until such time as the City would have reason to discontinue it.

- b) Consider adoption of a Resolution to allow the Police Chief to apply for the Office of Traffic Safety Grant:

The Police Department is seeking authorization to apply for a grant through the Office of Traffic Safety to conduct directed enforcement tactics to promote traffic safety. The request is for funding some traffic enforcement overtime and radars. The approximate amount of the grant is \$45,000. The grant is good for one year and if successful, the funding would not become available until next October for the 2012-2013. Although the grant has a zero cash match requirement, Council Member Cobb pointed out that the radar units require continuous calibration and that would be an extra expense. Police Chief Spears stated that he didn't see there being any fiscal impact of any great significance to have the units calibrated.

Brief Council discussion ensued and it was **moved** by Council Member Cobb and **seconded** by Council Member Hansen to approve a Resolution to allow the Police Chief to apply for the Office of Traffic Safety Grant. The motion unanimously passed.

- c) Consider adoption of a Resolution to allow the Fire Chief to sign and enter into an agreement with Glenn Medical Center to provide medical examinations for Firefighters:

The City Manager stated that this is the fourth discussion that the Council has had on this topic of the fitness and wellness program. This was an item that was initially introduced to the Council almost one year ago and since that time different components and phases of the process have been before the Council. As the City has moved through this process there have been several meetings with the Public Safety Subcommittee and members of the Fire Department and the Volunteers. There have recently been some discussions about certain items that were not identified in the Staff Report or in the Program Guidelines and there was a request that some of those items be codified or put in writing. Staff has prepared a Resolution to identify those items and that Resolution is being put before the Council tonight for their possible adoption. The Resolution would authorize the Fire Chief to enter into an agreement between the City and Glenn Medical Center to complete medical evaluations on Firefighters in accordance with the City's Fitness & Wellness program and it also encompasses the other items that were discussed but not previously identified within the program guidelines.

Council discussion ensued and Fire Chief Wayne Peabody addressed all of the Council's questions about the program. The Council seemed in agreement that this is a good program for the Firefighters and the Volunteers. Council Member Taylor-Vodden thanked Chief Peabody and the City Manager for meeting with her to address her concerns regarding future funding of this program and stated that she is happy with the Resolution that is being presented for adoption. It was then **moved** by Council Member Hansen and **seconded** by Council Member Cobb to approve a Resolution authorizing the Fire Chief to enter into an agreement between the City of Willows and Glenn Medical Center to complete Medical Evaluations on Firefighters in

accordance with the City of Willows Fitness & Wellness Program in conjunction with FEMA Grant – AFG EMW-FO-00959. The motion unanimously passed.

12. Council Member Reports:

Council Member Taylor-Vodden stated that she recently attended the New Mayors and Council Members academy in Sacramento and she also met with Assemblyman Dan Logue last Friday.

Council Member Cobb stated that he had a great time at the Fire Department's Installation dinner.

Council Member Hansen stated that he attended the last Transportation Commission meeting, however he indicated that they have been having difficulties establishing a quorum recently and the Regional Transit Committee was unable to hold their meeting due to lack of a quorum. County Staff is going to look into the possibility of both Cities having alternates on both the Transit and Transportation Committees to avoid this type of thing from occurring. He also stated that he attended the Fire Department Installation dinner and had a great time.

Mayor Holvik made a few comments on the Fire Department's installation dinner and he stated that when the City looks at what the Volunteers do for our Community and the money it saves the City for staffing, the Volunteers carry a good burden of much that is done in the City. This includes both the Volunteers at the Fire Department as well as the Volunteers at the Police Department. He encouraged more members of the community to become involved in volunteering for the Fire and Police Departments.

Council Member Taylor-Vodden stated that the Greater Willows Improvement League (GWIL) hasn't met for a while but one of the items that they had previously discussed was possibly implementing a plan to clean up the downtown district. She stated that she had spoken to the Post Master this morning to press him about the decay of the Post Office Building. It is a wonderful building with historical significance in the community. The Post Master told Council Member Taylor-Vodden that they currently have a contract out to repaint the building, so this is something the citizens can look forward to in the future.

13. Executive Session: None

14. Adjournment: Mayor Holvik adjourned the meeting at 8:14 p.m.

Dated: January 24, 2012

NATALIE BUTLER

City Clerk

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AGENDA ITEM

TO: Steve Holsinger, City Manager
FROM: Tim Sailsbery, Finance Director
SUBJECT: Appropriation Request-Mid Year Review

RECOMMENDATION

Approve, by motion, the appropriations and transfers as noted in Exhibit 1

SITUATION (or BACKGROUND):

At the mid year budget review, held on February 9, staff presented several items to Council for requested appropriation and transfer. Those items are noted on Exhibits 1. Council, by consensus, instructed staff to return to a regularly scheduled City Council meeting to vote on the items noted.

FINANCIAL CONSIDERATIONS:

General Fund- \$21,733
Swim Pool Fund- \$4333
State Public Library Funds- Reduced Appropriation (\$4,777)

NOTIFICATION

N/A.

ALTERNATE ACTIONS

1. Approve appropriations and provide direction to staff.
2. Request additional information from staff.
3. Reject items.

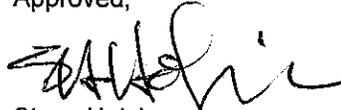
RECOMMENDATION

Approve, by motion, the appropriations and transfers as noted in Exhibit 1

Respectfully submitted,


Tim Sailsbery
Finance Director

Approved,


Steve Holsinger
City Manager

Attachments:

- Exhibit 1 Items for Appropriation
-

City of Willows
 Items for Appropriation/Transfer Request
 Based on FY 2011/12 Mid Year Presentation

EXHIBIT I

		Appropriation Request
Replacement Training- Allow \$2,500 each for the Finance Department and Library Department for costs associated with having recently retired staff return to train new employees	301.4004.050	\$ 2,500
	301.4004.120	\$ 2,500
Water Utility- Additional appropriation in various departments to cover the cost of increased water usage due to winter drought conditions and also cover increased water rates.	301.4081.VAR	\$ 1,800
Parks/Public Works Employment Costs- The original budget appropriation assumed an Oct. 1 retirement date for all three PPW employees. Actual dates were extended beyond that date.	301.VAR.138	\$ 10,000
Training/Travel- Supplement the training/travel budget for the City Council to cover the cost of attendance at the League New Legislator's Training	301.4150.010	\$ 600
Transfer of Swim Pool Donations in Excess of Cost- Transfer from the General Fund to a designated Swim Pool Activity Fund the amount of funding received in excess of cost for the 2011 swim season	301.8000	\$ 4,333
	326.3900	\$ (4,333)
Transfer of Swim Pool Appropriations- Initial portion of swim pool expenditures for 2012 swim season will	326.VAR.130	\$ 4,333
Public Library Funds- Remove appropriation of State funded Public Library Funds as the State of CA cut this funding source from the 2011/12 budget	345.4933.120	\$ (4,777)

February 28, 2012

AGENDA ITEM

TO: Willows City Council
VIA: Steve Holsinger, City Manager
FROM: William Spears, Chief of Police
SUBJECT: CITY TOW SERVICES CONTRACT

RECOMMENDATION:

To approve by motion and vote, to authorize the City Manager, Chief of Police and finance director to seek bids (RFP) for a contract in providing Tow Services for the City of Willows.

SITUATION

Currently the City of Willows tow services are provided by Hi-Way Towing under the current contract. This contract has expired and is currently due for rebidding in accordance to the original agreement. The direction of the current contract is that it shall have a three (3) year term.

This contract will provide for a specific towing company to provide services including, flat repair, towing of city vehicles and other governmental towing (evidence tows and storage, etc.) and/or other field vehicle servicing needs.

It is requested that Council authorize the City Manager, Finance Director and Chief of Police to negotiate a contract with a tow company for the services for no more than three (3) years indicated by open bid process.

RECOMMENDATION:

To approve by motion and vote, to authorize the City Manager, Chief of Police and finance director to seek bids (RFP) for a contract in providing Tow Services for the City of Willows.

FINANCIAL CONSIDERATIONS

The contract will determine the costs associated for the city for towing and other vehicle services.

NOTIFICATION

Hi-Way Towing
L & T Towing

ALTERNATE ACTIONS

1. To approve by motion and vote, to authorize the City Manager, Chief of Police and Finance Director to seek bids (RFP) for a contract in providing Tow Services for the City of Willows.
2. To not approve the authorization to the City Manager, Chief of Police and Finance Director to seek bids (RFP) for a contract to provide Tow Services for the City of Willows
3. Return the item to staff for further development and return it before council at a future date.

RECOMMENDATION

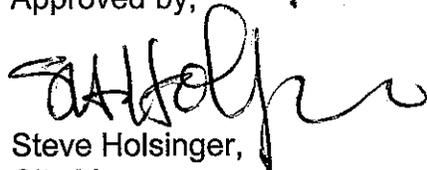
To approve by motion and vote, to authorize the City Manager, Chief of Police and finance director to seek bids (RFP) for a contract in providing Tow Services for the City of Willows

Respectfully submitted,



William Spears,
Chief of Police

Approved by,



Steve Holsinger,
City Manager

Attachments:

EXHIBIT A: Bid (RFP) package

NOTICE INVITING BIDS FOR TOWING AND EMERGENCY ROADSIDE SERVICES FOR THE CITY OF WILLOWS.

City of Willows
Willows, Ca

NOTICE IS HEREBY GIVEN that sealed bids will be received at Willows City Hall, 201 N. Lassen St , Willows Ca 95988, until 4 p.m. Thursday, January 10, 2008, at which time they will be opened and read at City Hall for performing work as follows:

Towing and Emergency Roadside Services Contract

Each bid shall be made in accordance with the specifications and proposal requirements thereof.

Specifications and proposal forms may be obtained at Willows City Hall, 201 N. Lassen St., Willows, Ca 95988.

The City Council of the City of Willows reserves the right to reject any and all bids, to waive any irregularities, and to make that award which is in the best interest of the City.

Steve Holsinger
City Manager
City of Willows

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EXHIBIT A



TOWING AND EMERGENCY ROADSIDE SERVICES

For City of Willows Vehicles and Equipment
And other vehicles under care/control of the City of Willows

BID QUOTATION SCHEDULE

Must be submitted as bid

NOTE: Must be submitted to:
City Clerk
201 N. Lassen St.,
Willows, Ca. 95988
no later than
March 16, 2012
4:00 P.M.

Bidder Information:

Firm Name: _____
Address: _____
City/State/Zip: _____
Phone # () _____ 2nd Phone # () _____

The following includes City Vehicles, equipment and vehicles under care and control of the City of Willows (Evidence tows, etc.)

Class 1 or 2 Vehicles or equipment (less than 10,000 lbs.):

Towing – within Willows Sphere of Influence..... \$ _____/Each tow
(Includes abatement tows)
Additional Tow fee (outside Willows Sphere of Influence).. \$ _____/Mile
Change of flat tire..... \$ _____/Each
Winching (100 ft. maximum)..... \$ _____ Each

Class 3, 4, or 5 Vehicles or equipment (10,000 lbs. to 19,499 lbs.)

Towing – within Willows Sphere of Influence..... \$ _____/Each tow
(Includes abatement tows)
Additional Tow fee (outside Willows Sphere of Influence).. \$ _____/Mile
Change of flat tire..... \$ _____/Each
Winching (100 ft. maximum)..... \$ _____ Each

Class 6 Vehicles or equipment (19,500 lbs. to 26,000 lbs.)

Towing – within Willows Sphere of Influence..... \$ _____/Each tow
(Includes abatement tows)
Additional Tow fee (outside Willows Sphere of Influence).. \$ _____/Mile
Change of flat tire..... \$ _____/Each
Winching (100 ft. maximum)..... \$ _____ Each

City of Willows
QUOTATION SCHEDULE – Page 2

Class 7 Vehicles or equipment (26,001 lbs. to 33,000 lbs.)

Towing – within Willows Sphere of Influence..... \$ _____/Each tow
(Includes abatement tows)

Additional Tow fee (outside Willows Sphere of Influence).. \$ _____/Mile

Change of flat tire..... \$ _____/Each

Winching (100 ft. maximum)..... \$ _____ Each

Class 8 Vehicles (33,001 lbs. and over):

Towing – within Willows Sphere of Influence..... \$ _____/Each tow
(Includes abatement tows)

Additional Tow fee (outside Willows Sphere of Influence).. \$ _____/Mile

Change of flat tire..... \$ _____/Each

Winching (100 ft. maximum)..... \$ _____/Each

Emergency Road Services:

Battery Jump Start:

Within Willows Sphere of Influence..... \$ _____/Each

Outside Willows Sphere of Influence..... \$ _____/Each

Unlock Doors:

Within Willows Sphere of Influence..... \$ _____/Each

Outside Willows Sphere of Influence..... \$ _____/Each

Out of Gas:

Within Willows Sphere of Influence..... \$ _____/Each

Outside Willows Sphere of Influence..... \$ _____/Each

City of Willows
QUOTATION SCHEDULE – Page 3

Removal of Debris or other Road Hazards from roadway:
(not to include HAZMAT spills or materials). Up to 1.5 hours service per incident.

Within Willows Sphere of Influence..... \$ _____/Each incident
Within Willows Sphere of Influence (beyond 1.5 hours).... \$ _____/per additional
hour.

Storage:

Storage of City Vehicles, Equipment or vehicles under
care and custody of City of Willows with storage facility.
(Evidence storages, etc.)..... \$ _____/Day

(Note: once vehicles are released from care and custody of the City of Willows, this
contract shall not apply and normal storage charges are applicable to owner of
vehicle/equipment.)

**ATTESTMENT, CERTIFICATION AND AUTHORIZATION FOR
SUBMITTAL OF BID**

I attest that I am the owner or authorized person of the listed firm/company to present this bid for
consideration by the City of Willows. _____
(Initial)

I attest that I have reviewed and understand the conditions and requirements for making said bid
and agree to such terms. _____
(Initial)

I further attest that my firm or the firm I own or represent minimally meets or exceeds the
requirements as indicated for this bid. _____
(Initial)

Name: _____ Title: _____
(Print) (Print)

Signature: _____ Date: _____

----- City of Willows use only -----

Opened: By: _____ Date/time: _____

Notified of bid results: Yes No
By: Mail Phone Other _____



Request for bids for TOWING AND EMERGENCY ROADSIDE SERVICES

Of City of Willows Vehicles and Equipment
and other vehicles under care/control of the City of Willows

Notification:

The City of Willows hereby extends and invitation for bids to provide exclusive towing and emergency roadside services to vehicles and equipment owned, operated, seized and under the control of the City of Willows.

General information:

This agreement is to establish an exclusive service contract between the City of Willows and a roadside service firm to conduct specified services under contract at an agreed bid price.

Currently the City of Willows when requiring roadside service for any of its fleet is paying the public market price. Selection of the service to provide any requested service is determined by the rotation policy. This agreement would only have the one selected service provide all roadside services to city fleet vehicles and equipment. The price of the services would be subject to the agreed fee schedule.

Scope of Agreement:

The area of this agreement shall be that of the sphere of influence of the City of Willows. Any services provided outside the City of Willows Sphere of Influence shall be outside of this agreement and subject to rates of the providing service. Services outside the Sphere of Influence shall not be exclusive to the vendor selected in this agreement.

Services to be provided under this agreement:

- Towing of City of Willows vehicles from service location to city yard, county yard, or other designated location within the immediate Willows area.
 - This towing may be the result of collision, or mechanical breakdown or other circumstance requiring the vehicle to be towed.
- Towing of City of Willows motorized equipment from service location to city yard, county yard, or other designated location within the immediate Willows area.
 - This towing may be the result of collision, or mechanical breakdown or other circumstances requiring the equipment to be towed.
- Towing of City of Willows trailers, or other auxiliary equipment
 - This towing may be the result of collision, or mechanical breakdown or other circumstances requiring the trailer or auxiliary equipment to be towed.

- Towing of other than City of Willows' vehicles when taken in accordance to legal authority and under the care and control of the City of Willows for evidence, evidence processing or inspections or asset purposes.
- Storage of vehicles, seized in accordance to law for purposes of evidence, evidence processing, inspections, or asset purposes. Said storage shall be in a secure location.
 - It is understood that once the City of Willows has concluded it's seizure of the vehicle, then any additional fees beyond the release of such vehicle are subject to the private party under private party rates and not the City of Willows fleet services contract.
- Other roadside services of City of Willows vehicles, equipment, trailers, and auxiliary equipment including but not limited to the following;
 - Changing of a flat tire
 - Removing vehicle from obstacles, ditches, or other geographical situations whereas removal from such obstacle, ditch or other geographical situation would allow the vehicle, equipment, trailer or auxiliary equipment to immediately return to service.
 - Emergency roadside services as required for City of Willows vehicles, motorized equipment, trailers, and auxiliary equipment.
 - (Clean roadway) Removal of debris or other items from roadway (not to include HAZMAT materials)

Requirements:

1. Only full service firms that can provide the indicated services and are currently on the Willows area California Highway Patrol Rotation are eligible to submit bids for consideration. Further the awarded contractor shall maintain the CHP rotational status during the agreement.
2. Bidders will only be allowed to use towing vehicles that have a current towing license and certified by the California Highway Patrol.
3. Bidders must be available 24 hours, 7 days a week to provide needed services during the term of the agreement.
4. Bidders must maintain a valid City of Willows Business License at all times during the contract term.
5. Bidder upon successful awarding of the bid shall supply to the police department a valid insurance policy and such bidder shall retain insurance during the term of the agreement. Upon award of the contract bidder shall additionally name the city as an additional insured for \$1,000,000.00.

Information:

Additional bid information may be obtained by contacting the Willows Chief of Police. Bidders are cautioned that they are not to rely upon any oral statements that they may obtain during the bidding process. Any alterations, additions or deletions to this agreement must be in writing. Any modifications shall be transmitted to all bidders.

Incomplete and Altered Bids:

Incomplete or altered bids and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the City of Willows will not be considered.

Term and Conditions of Agreement:

The TOWING AND EMERGENCY ROADSIDE SERVICES contract/agreement shall be a minimum of one year from date of issuance. Said agreement may be extended for two additional one year periods if City of Willows and successful bidder mutually agree. This agreement shall not exceed three (3) years.

Unless either the City of Willows or the successful bidder terminate this agreement within thirty (30) days of its expiration such agreement shall automatically continue for each one year extension period.

The City of Willows will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders that submit their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

City's Rights:

The City of Willows reserves the right not to enter into any agreement, cancel this process at any time, amend the process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the interest of the city.

Should no submitted bids meet the city's cost expectation, all bids may be rejected and the process reopened. All bidders shall be notified of the lowest bid amounts submitted, rejected and of the reopening of the bid process.

Pricing:

Bid prices shall remain firm for the duration of this agreement. In case of default by the awarded vendor, the City of Willows may procure the services from another source and may recover the loss by legal process. As indicated this agreement shall commence the date awarded and continue for one year from such date. Also as indicated the agreement may be extended for two one year periods unless terminated within thirty (30) days of its expiration. Should such extensions occur with mutual agreement the prices shall remain as agreed in the original bid.

Federal, State and Local Laws:

The successful bidder must operate in conformity with all applicable federal, state and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses

required for operation are valid and current. Failure to comply with this provision may be cause to cancel and contract awarded and the award will be made to the next lowest, responsive, responsible bidder.

Business License:

It is unlawful for any person to furnish supplies, services or transact any kind of business within the City of Willows without a valid City of Willows Business License.

Business Licenses may be obtained at the Willows City Hall at 201 N. Lassen St. Willows.

Compliance:

Late, incomplete or incorrect services shall be documented and monitored for the purpose of evaluating performance when considering continuation or extension of this agreement. Failure to meet the requirements as set forth may be cause for the City of Willows to cancel the balance of this agreement.

Invoices and Payment Terms:

Upon rendering service a service receipt will be signed by an authorized employee of the City of Willows. The completed invoice with all charges shall be delivered to the Willows Police Department at 201 N. Lassen St. Willows, CA 95988 within 30 days of the rendered service.

The City of Willows agrees to pay all billings associated with rendered services no later than 30 days upon receipt of such bill or invoice listing all associated charges for such service.

Each service shall have a separate service receipt and billed undependably or be specifically individually identified separately if billed collectively.

Regardless if billing individually or collectively the following must be included; the date, time, location, the vehicle number or license plate, service rendered and associated charges.

Addenda:

Addenda to this bid are valid only if in writing and issued by the Willows Police Department.

Addenda issued are required to be acknowledged and returned by participating bidders in order to be considered further in the evaluation process. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

Non-Collusion:

The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in respects fair, without outside control, collusion fraud or otherwise illegal action.

Conflict of Interest:

Bidder states that no City officer or employee, nor any business entity in which they have an interest in the bid award have been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

Evaluation:

Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount.

Award:

The bid may be recommended by staff to the Willows City Council to be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation to bid. In determining whether a bid is lowest and responsive and the bidder is responsible, the following may be considered by the City:

- a) Ability to perform the services required within the specified time.
- b) Reputation, judgment and experience
- c) The quality of performance in previous contracts
- d) Previous compliance with laws as well as employment practices
- e) Financial ability to perform contract
- f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required
- g) Ability to provide maintenance and service
- h) Whether bidder is in arrears to the City or County, in debt on contract, is a defaulter on surety to the City or whether the bidder's taxes or assessments are delinquent.
- i) Such other information as identified having a bearing on the decision to make the award.

The decision of the Willows City Council shall be final in determining the successful bidder.

Bid Results:

All bidders shall be notified by mail as to which bidder was successful. The awarded bid shall be available for review by all bidders. All bidders are invited and encouraged to view the awarded

bid. The successful bid shall be available for review at the Willows City Hall, 201 N. Lassen, Willows, Ca 95988. Successful bid information shall not be released in its entirety by telephone.

Bid Submittal:

All bidders are advised to read the General Conditions contained within this document prior to submittal of bid.

Bids must be submitted in a sealed container or envelope clearly marked on the outside: **"FIELD SERVICES BID – DO NOT OPEN."** Bids will be accepted Monday through Thursday from 8:00 a.m. to 5:00 p.m.

Bids must be received by the City Clerk's Office by 4:00 p.m. on March 16, 2012.

Mailing address:

CITY OF WILLOWS
ATTN: CITY CLERK
201 N. LASSEN ST
WILLOWS, CA 95988

It is the responsibility of the bidder to assure that the bid is received by the City Clerk prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp located in the City will serve as the official time stamp.

Late bids, unsealed bids, unlabeled bids, incomplete bids or bids otherwise not in compliance with the conditions as set forth in this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the Conditions and all terms and conditions contained in this Invitation to Bid.

AGENDA ITEM

TO: Willows City Council
FROM: Public Works Director
SUBJECT: 2009 ARRA Funding for Energy Efficient Projects.

RECOMMENDATION

Adopt by motion to allow City Manager to enter agreement for energy efficient light replacement with Advanced Lighting Services Inc, utilizing 2009 ARRA Funding in the amount of \$ 29,047.50

SITUATION (or BACKGROUND)

The City of Willows received notification of grant funding available for retrofitting lights that qualified throughout Willows with a more energy efficient type.

Lighting in the Willows Westside Mall Area as well as Street Lights still owned by the City was identified for this type of retrofit.

The City Engineer put together a bid package and this was put out to bid on April 16, 2011 with bids being opened on May 17, 2011.

Two bidders submitted for the project with both bidders far exceeding the engineers estimate for the project. The bid results proved too costly to complete the project and were therefore rejected at the meeting on June 14, 2011.

Since this time the Public Works Director has scaled back the project to the Willows Westside Mall and the intersection of Sycamore and Tehama Streets. Advanced Lighting Services Inc. has provided a detailed estimate that fits the funding available and can install the new lighting well within the June deadline to expend these funds.

RECOMMENDATION

Adopt by motion to allow City Manager to enter agreement for energy efficient light replacement with Advanced Lighting Services Inc, utilizing 2009 ARRA Funding in the amount of \$ 29,047.50.

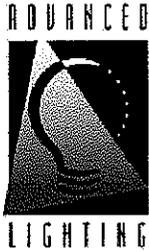
Respectfully submitted,


Greg Tyhurst
Public Works Director

Approved by,


Steve Holsinger
City Manager

Attachment: Proposal



Advanced Lighting Services, Inc.
6805 Sierra Ct., Suite B
Dublin, CA 94568-2667
(925) 829-7801
(925) 829-7805 Fax
C10 668348
admin@advancedlightingservices.com



Advanced Lighting Services, Inc.

Agreement

THIS AGREEMENT, made this _____ day of _____ by and between

Advanced Lighting Services, Inc.
6805 Sierra Ct., Suite B
Dublin, CA 94568
a California corporation,

AND

CITY OF WILLOWS
201 N. Lassen Street
Willows 95988

Customer

WHEREAS, Advanced Lighting Services, Inc. is a licensed electrical contractor (C-10; License No. 668348); and who shall be referred to as the "Contractor", and

WHEREAS, CITY OF WILLOWS, who shall be referred to as the "Customer", wishes to engage Advanced Lighting Services, in providing electrical services.

This agreement between Contractor and Customer abides by the guidelines of the California Energy Commission, which administers the Energy Efficiency and Conservation Block Grant Program, that was created by the Energy Independence and Security Act of 2007 and funded by the American Recovery and Reinvestment Act of 2009.

Energy Efficiency and Conservation Block Grant Retrofit Projects

Section 1. Agreement. The Contractor agrees to perform certain retrofit, installation and alteration or repair work (referred to as Section 2 Work) in accordance with this Contract. All work will be done in a good, sound and proficient manner. The Contractor will begin the work no later than March 15, 2012 and complete the work on or before April 12, 2012.



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(925) 829-7801
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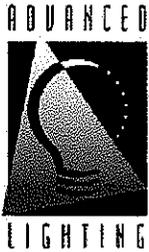
Section 2. Work. The work is described in detail on Attachment A, Scope of Work, herewith. Contractor shall verify that audit data provided as the basis for this Scope of Work is accurate while conducting installation. In the event that differences between the actual and audited fixtures are found, Contractor shall notify Customer of these differences and retrofit the fixture with the appropriate energy efficient materials. The work will be completed in accordance with government, industry and manufacturer standards. Deviations from these standards by request of the Customer or the contractor must be approved in writing by both parties. Written approval by both parties constitutes an amendment to Section 2 of this contract.

Section 3. Contractor responsibilities. The Contractor must properly and diligently complete the work (Section 2) provided in this contract. Otherwise, the Customer may notify the Contractor in writing that the Contractor must begin work within three days of the agreed work start date or the Customer will complete the work by other means. Advanced Lighting Services, Inc. shall not be responsible or liable for the failure to fulfill the terms of this Agreement, provided such failure is due to causes beyond the control such as, and not limited to, fires, accidents, act of god, government regulations, wars, riots, strikes, transportation delays or shortages of fuel, labor, materials or power. The contractor shall meet all necessary state and federal requirements.

The Contractor also shall follow federal laws, regulations and guidelines that apply to:

- ☐ American Recovery and Reinvestment Act (ARRA), <http://www.recovery.gov>;
the Davis-Bacon Act, http://www1.eere.energy.gov/wip/pdfs/doe_dba_desk_guide.pdf;
- ☐ Department of Energy procurement specifications,
http://www.energy.ca.gov/contracts/EECBG_application/EECBG_Procurement_Guidance.pdf;
- ☐ Energy Efficiency Conservation Block Grant (EECBG) Program
<http://www1.eere.energy.gov/wip/eecbg.html>;
- ☐ the ARRA Buy American provision
http://www1.eere.energy.gov/recovery/buy_american_provision.html;
- ☐ and DOE Assistance Regulations, <http://ecfr.gpoaccess.gov>.

Contractor shall conduct a lighting audit, documenting the type and manufacturer of existing lights and other electrical components as completely as possible. Contractor shall provide to Customer documentation specifying the product type and manufacturer of energy efficiency



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lights and other electrical components used in the retrofit. Regulators shall be provided with accurate energy efficiency, or kWh, savings data once project is complete.

Contractor shall provide manufacturer's specification sheets and documentation detailing the product warranty for the proposed equipment to be used to comply with the product specifications along with certification that the products comply with the Buy American Provision of ARRA.

Retrofit equipment and materials will meet specifications of a jurisdiction's Utility to qualify the project for additional rebate and incentive programs. Contractor shall assist the Customer in preparation and completion of paperwork required to apply for Utility rebates. Customer shall submit completed rebate applications to Utility and Customer will receive the rebate funding directly from the Utility. The estimated rebate amount is \$4,020.00, based on the Utility's standard deemed and /or calculated rebate schedules, along with Customer's forecasted energy savings.

- a) **Insurance and Liability.** The Contractor shall comply with all applicable Federal, State and Local laws regarding work, materials and the safety of persons or property.

The Contractor shall maintain insurance coverage required under the Worker's Compensation Laws and shall have the right to halt work due to any unsafe working conditions that the Customer is required to provide at the premises. The Contractor shall resume work promptly after proper working conditions have been met. Additional insurance will be maintained by the Contractor to protect the Customer from claims of liability for injuries to persons and damages to property caused as a result of the Contractor. This general public liability insurance will provide limits of no less than \$1,000,000 for injuries to any one person and \$1,000,000 for injuries in any one accident or occurrence and, \$2,000,000 for loss or damage to property. The Contractor shall bear no liability for any damage caused to machinery during transportation.

- b) **Warranty.** The Contractor shall warrant work done (Section 2) for a period not to exceed 30 days following the designation of the completion of the work (Section 2). The Contractor is not responsible for; defective parts provided by the Customer, foundation, electrical, plumbing and other connecting facilities. The Warranty shall be confined to cover the work done by the Contractor and in no way shall be construed as a general warranty on equipment installed. The warranty does not cover consequential damages including, but



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not limited to, loss of production time and job spoilage as a result of the work performed. Warranty service will be provided by the Contractor, and the Contractor has an obligation to provide a level of service that meets industry standards. Use of an alternate contractor not approved by the Contractor without written approval voids warranty unless the Contractor cannot provide service that meets industry standards. Sole right and discretion in determining completion of the work (Section 2) is the responsibility of the Contractor.

Section 4. Customer responsibilities. The Customer is responsible for obtaining all permits and approvals required by law. The Customer is responsible for providing a working environment that is in compliance with federal, state and local laws.

Section 5. General. This contract can only be changed by an agreement in writing signed by both the Customer and the Contractor. No variations, alterations, deviations, deletions or extra work can be made unless the Customer and the Contractor specifically agree in writing. In the event of any dispute, claim, question, or disagreement arising from or relating to, this Agreement or to the Underlying Transaction, or breach of any of them, both parties agree to resolve such dispute in the manner set forth in (Section 5 a).

- a) **Dispute Resolution.** If the parties have a dispute regarding this Agreement and/or any work performed hereunder, the parties agree to submit any such dispute to non-binding mediation. The parties shall agree upon a mediator. Any agreement reached out of mediation shall be binding only if both parties execute an agreement so stating. Otherwise, the mediation shall be non-binding. If the parties are unable to reach a resolution in the non-binding mediation, then each party is entitled to pursue whatever legal remedies it may have.
- b) **Jurisdiction.** This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the Contractor and the Customer relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications and/or advertising with respect to such subject matter.

If any provision of this Agreement is held to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. Failure to exercise or enforce any right or provision of this



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Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by both parties in writing.

The Contractor may assign this Agreement to any current or future affiliated company and to any successor in interest. The Contractor also may delegate certain rights and responsibilities under the Agreement to independent contractors or other third parties as required to complete the work.

Section 6. Price and Payment terms. The Customer will pay the Contractor according to the terms of this contract as follows:

The agreed upon price for work to be performed is \$29,047.50.

Full Contract Amount to be paid as explained below in this contract.

1. 10% of contract value within 5 days of executed agreement for Mobilization, Project Engineering and Materials.
2. Balance due net 10 days from invoice date.

Section 7. Agreement of terms. By signing below, both parties agree to the terms contained in this contract. Signatures below must be made by the actual Customer or Contractor or authorized representatives of aforementioned companies.

Customer

Contractor

Signature

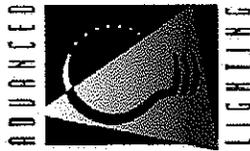
B. David Taylor

Print Name

President

Title Date

Date



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Attachment A ~ Scope of Work

Downtown Parking and Streetlights

Quantity	Location/Description	Existing Fixture	Upgrade to Fixture	Price per Line Item	Expected Utility Rebate per Line Item
1	SW Crrr Sycamore/Shasta	400 w MV	Leotek GC180CMVNW3MGY	1,247.75	125.00
1	SW Crrr Walnut at SPRR	400 w MV	Leotek GC180CMVNW3MGY	1,247.75	125.00
30	Downtown Parking	MH 400 w	150 w induction	18,802.50	3,000.00
6	Parking walkway, downtown	175w MH	100 w induction	2,758.50	270.00
Total Project Cost				\$24,056.50	\$3,520.00

Streetlights

Quantity	Location/Description	Existing Fixture	Upgrade to Fixture	Price per Line Item	Expected Utility Rebate per Line Item
4	Sycamore at Tehema	250 or 200 w HPS	Leotek GC180CMVNW3MGY	4,991.00	600.00
Total Project Cost				\$4,991.00	\$600.00

INDUCTION RETROFIT MODULES

for HID Replacements of Interior, Exterior, Parking Lot and Street Lights

Induction Lighting Resources is a leader in offering energy efficient induction retrofits for high bay and pole-mounted fixtures, including metal halide, mercury vapor, high pressure sodium and quartz lamps. ILR offers an economical and highly practical way to provide the very best quality lighting. Our patent-pending modules reuse fixture housings and replace the components of existing fixtures with 100,000 lamp and generator hours.

☐ Energy Savings

Induction lights uses 50 to 65% less energy than HID lights to generate more light. Producing 85 lumens per watt and 155 scotopic lumens per watt, induction is highly efficient.

☐ The Very Best Illumination

ILR retrofits feature AES/Nexlume lamps that offer a balanced spectrum of light with a Color Rendering Index of 97. The high level of pupil lumens allows the human eye to take in available light and provides true-to-life colors. Light output is highly stable, with lumen loss of 5% at 40,000 hours and 15% at 100,000 hours

☐ Long Life Cuts Maintenance and Labor Costs

Eliminate lighting maintenance costs for a decade, with our **10 year manufacturer's warranty** covering both lamps and generators. Modules last 12 years when run 24/7, and 24 years run dusk to dawn, outlasting HID five to twelve times, fluorescent three to five times, and twice as long as LEDs.

☐ Fast Start and Re-strike Lamps Work Ideally with Lighting Controls

Induction lamps work perfectly with occupancy sensors. Striking instantly, they light to 50% in nanoseconds and are fully lit in just a few seconds. Lamp life is unaffected, making induction a superb choice for areas not in constant use.

☐ Cool Running

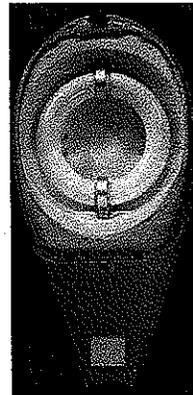
Induction lighting works to -20°C, partnering well with cold chain applications. Since induction operates around 180°F (HID runs at 350+°F), it is ideal for air conditioned spaces.

☐ True Green

Because induction uses less wattage, your facility will reduce CO2 and GHG emissions. Reusing existing fixture housings decreases your waste stream, too. Induction lamps contain a small amount of solid mercury amalgam that is easily recycled. Induction uses less rare minerals than most lights.

What Makes Our Induction Solution Unmatchable:

- ☐ Sealed one-piece reflector module with labor saving plug-and-play ease of installation
- ☐ Computer-designed reflector maximizes lumen output for superior lighting
- ☐ Available with 40, 65, 80, 100, 120, 150, 200 or 250 watt components, in all color temperatures: 2700, 3500, 4100, 5000 and 6500 K. Units can be combined for higher wattage.
- ☐ American-made generators and USA-assembled
- ☐ Retrofits kits for most types of HID fixtures



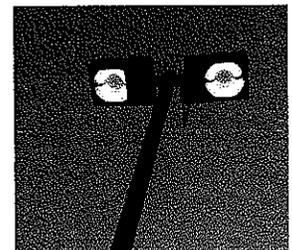
Cobrahead Streetlights

This 200 watt cobrahead retrofit module replaces a 400 watt high pressure sodium lamp. It generates over 31,000 pupil lumens, creating 25% more visible light with less than half the power usage of sodium lamps.

Cobrahead retrofits are available from 40 watts up to 250 watts

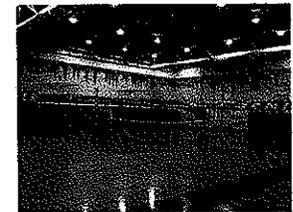
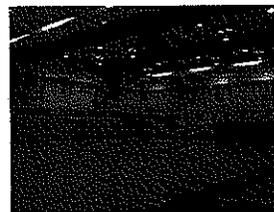
Parking Lot Retrofits

Retrofit any standard parking lot light, from shoe-boxes to acorns and teardrops. Custom solutions are also available.



High Bay Retrofits

Get better light for less power at your facility. This gym went from 400 watt sodium to 200 watt induction.



TYPICAL INSTALLED SAVINGS

Before

400 watt halide

15,000 hour life

27,950 pupil lumens

456 watt connected load

After

200 watt induction

100,000 hour life

31,110 pupil lumens

210 watt load

54% energy savings and 6x life span

250 watt HPS

24,000 hour life

14,877 pupil lumens

310 watt connected load

100 watt induction

100,000 hour life

15,555 pupil lumens

106 watt load

66% energy savings and 4x life span



Swift Chrysler Jeep Dodge
Authorized Chrysler, Jeep® and
Dodge Sales and Service

July 23, 2010

Jack Doelcher
All Induction Lighting, LLC
1234 Military West
Benicia, CA 94510

Dear Jack,

Thanks for helping me save money! My first three PG&E bills have proven that your projected savings are indeed real. Your estimates and commitments have been validated and I couldn't be happier.

Switching to induction lighting inside and outside has proven to be a very good business decision. I'm very thankful that my PG&E representative recommended you to me. Our showroom has never looked better and our outside illumination is more than adequate. You kept me informed throughout the process and all of your recommendations have resulted in long term savings for my business. And to really put a smile on my face, your installer, Advanced Lighting, took care of pre-existing issues with non-induction lighting as a courtesy, so now my entire dealership looks great at night while consuming the least amount of energy possible.

And best of all, I'm no longer paying to replace expensive and inefficient metal-halide bulbs every quarter. The 10 year warranty on the induction lights will save me thousands of dollars per year in maintenance as well!

I hope more companies take time to evaluate their lighting situation and ultimately "see the light." If at any time a prospective customer of yours wants an honest, real world opinion on your product or service, please feel free to have them give me a call.

Sincerely,

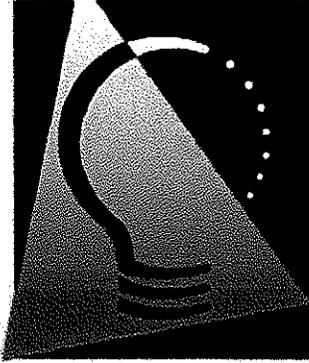
Dan Kokotas
General Manager / Property Owner
(530) 771-3836



4318 Chiles Road, Davis, California 95618-4389, Toll Free 800.310.3354, Phone 530.757.3770, Fax 530.757.3783
www.swiftindavis.com / www.chrysler.com / www.jeep.com / www.dodge.com

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ADVANCED



LIGHTING

Response to Request for Qualifications/Request for Proposal

City of Willows Lighting Conversion

by Advanced Lighting Services, Inc.

6805 Sierra Court, Suite B

Dublin, CA 94568-2621

Phone (925) 829-7801

Fax (925) 829-7805

C10-668348

for electrical, lighting and illuminated signage needs

<http://advancedlightingservices.com>

dedicated to customer satisfaction with prompt service

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City of Willows Induction/T8 Retrofit
by Advanced Lighting Services, Inc.**

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1. Introductory Letter

Advanced Lighting Services, Inc. is interested in being the designated Vendor for the City of Willows municipal project that shall upgrade the existing high pressure sodium, T12s and other luminaries to energy efficient fixtures including lighting controls.

Advanced Lighting Services, Inc. (ALSI) is a full-service lighting contractor with nearly two decades experience in serving a wide range of lighting needs for a broad clientele including a variety of governmental agencies, ranging from the national to the local. Well-accustomed to meeting Federal, State, and local laws, rules and regulations, ALSI shall comply with all requirements, including specified insurance and warranty criteria, of the City of Willows in the fulfillment of its duties as Vendor.

For high intensity discharge retrofits, of metal halide and sodium lamps, ALSI proposes using induction products from AES Nexlume instead of LED products in parking lot light, as they provide a 100,000 hour life and are more affordable. For streetlights, we propose using Leotek LED Green Cobras, in place of the specified BetaLED, as they are more affordable while still meeting the criteria recommended by the Department of Transportation. All products specified meet ARRA requirements, reduce costs, diminish greenhouse gas production, and save energy.

In order to make the financial management of the project proceed smoothly for the City, Advanced Lighting Services, Inc. will be able to comprehensively meet all the City's and CEC grant requirements.

Advanced Lighting Services, Inc. has the capacity to smoothly manage all phases of the project from initial development through implementation to completion.

We believe that our many years of experience in the field working on large projects for governmental agencies and our principled, thorough and workmanlike approach will well serve the City in its energy-efficiency lighting project.

Best regards,

David Taylor

2. Statement of Work/Approach

Advanced Lighting, upon award of contract, will first order materials. When a firm date for material delivery has been established, ALSI will contact the Public Works Department to develop a schedule for the installation process that will be convenient for the various building occupants. As the lighting is being installed, ALSI shall safely dispose of waste. Upon completion of the lighting project ALSI will conduct a walk-through with Public Works to verify that all work has been satisfactorily completed. The City will be invoiced for the project cost after project completion. A warranty of workmanship and for materials will be issued. ALSI shall assist the City of Willows to apply for the deemed rebates available from the utility companies, with minimal participation from the City being required.

3. Vendor Qualifications

Advanced Lighting Services was established in 1992. License C10-668348 has an unblemished record with the California State License Bureau.

Founder David Taylor has been in the lighting industry for more than 40 years. He began his career installing signs. A nineteen-year stint as a manager with Sylvania was followed by five years managing the northern California branch of Christensen. Mr. Taylor has operated Advanced Lighting Services as a full service lighting company for two decades. The company has conducted thousands of turnkey projects of all scopes for clients of all sizes.

ALSI is capable of providing any necessary expertise from mechanical, civil and structural engineers in the event their services should be required. We routinely provide night inspections, 24-hour service and on-call support. The company can perform all work required with no subcontractors.

The company has done numerous large-scale projects moving from metal halide and HPS to induction. These include the parking lot and parking structure at Children's Hospital in Oakland, re-lamping the exteriors of parking lots for Orchard Supply Hardware across the State of California, and re-lamping the California Department of Motor Vehicle's lots. ALSI has conducted thousands of retrofit projects of a smaller scale, as well.

Currently Advanced Lighting Services is retrofitting T12s and other lights for the City of Hayward. We are engaged to do numerous CEC projects in the Central Valley as well.

ALSI is well-acquainted with the process of seeking rebates. In partnership with the East Bay Energy Watch's SmartLights program and KEMA's B.E.S.T program, along with The Energy Association Alliance which provides rebates in Mendocino, Napa, Solano and Sonoma Counties, Advanced Lighting Services has done numerous projects. Additionally the company is a participant in the LED signage rebate program and is enrolled in the ERCO program for refrigerated case light projects.

We would be happy to supply more detailed information on the projects ALSI has completed. We furnish here a list of reference contacts as Appendix A herewith.

4. Deliverables List

Materials as required for fulfillment of the project will be delivered to the jobsites at the time of installation as decided upon with Public Works. These materials include all lamps, generators, kits, ballasts, occupancy sensors and related hardware as required by the scope of work.

For parking lots, HPS to induction conversions, ALSI proposes:

- ★ All metal halide and high pressure sodium lamps shall be retrofit with modules containing AES Nextlume lamps and generators and Induction Lighting Resource's reflector and polycarbonate lens.

For streetlights, HPS to LED conversions, ALSI proposes:

- ★ All 200 and/or 250 watt high pressure sodium lamps shall be retrofit with Leotek Green Cobra GC180CMVNW3MGY streetlights, which are on the list of CalTrans-approved streetlights.

5. Project Timeframe

Project Development

Upon award of contract, ALSI shall order required materials. Prior to installation, a site-inspection will be used to verify that the materials are sufficient for the project. Any discrepancies will be noted and reported to Public Works.

Project Implementation

Lighting retrofits and occupancy sensors shall be installed by a qualified electrician in the designated areas. Appropriate City personnel will be trained in how the fixtures operate as needed.

Project Completion

Once all retrofit work has been completed, Advanced Lighting Services will ask Public Works to do a walk-through and inspect that the job has been done satisfactorily. Then ALSI shall prepare an invoice for payment, and assist in providing any documentation required for the CEC or PG&E.

6. Proposed Project Cost

Downtown Area:

Total project cost:	\$24,056.50
Deemed rebates	\$3,520.00
Net project cost to City of Willows	\$20,536.60

Sycamore at Tehema streetlights

Total project cost:	\$4,991.00
Deemed rebates	\$600.00
Net project cost to City of Willows	\$4,391.00

Both Projects (above)

Total project cost:	\$29,047.50
Deemed rebates	\$4,020.00
Net project cost to City of Willows	\$24,927.50

7. Licensing

Advanced Lighting Services, Inc. carries California State License Board License # C10-668348.

Copies of the requested documentation are attached as Appendices:

- ★ Current License – Appendix B
- ★ Insurance – Appendix C

8. Project Team

David Taylor, owner of Advanced Lighting Services, shall serve as project manager. Most on-site work of fixture removals and replacement, or modification of existing fixtures with new ballasts and/or generators, shall be superintended by Joe Torres, who is an experienced electrician having more than 10 years work history in the lighting industry. Mr. Torres may be aided by one or more of ALSI's qualified technicians in the field work.

9. Suppliers and Sub-contractors

ALSI shall use reputable suppliers for materials, Induction Lighting Resources' retrofit modules comprised of AES Nexlume lamps and generators, along with proprietary reflectors, and Leotek LED streetlights.

No sub-contractors are to be used in this project. .

10. Davis-Bacon Act

Weekly payrolls shall be submitted to the City Staff from ALSI to verify compliance with the Davis-Bacon prevailing wage requirements. ALSI is accustomed to meeting Davis-Bacon requirements, and has completed several projects within the past 24 months that required prevailing wage compliance:

- ★ Department of Motor Vehicles, multiple locations
- ★ Cal State Universities

11. ARRA Provisions

All materials proposed for use in this RFP comply with ARRA provisions.

12. Product Information

We certify that these products comply with ARRA requirements as per manufacturers' statements.

13. Product Selection

All selected products are eligible for deemed rebates from PG&E and/or SCE.

Quantities by fixture type and their installation locations are as follows:

- (6) Leotek Green Cobras Model GC180CMVNW3MGY for streetlights downtown and at the intersection of Sycamore and Tehema
- (30) 150 watt induction lamps for downtown parking
- (6) 100 watt induction lamps for downtown parking walkway

14. Appendices:

References

License

Insurance

Letter of reference



Appendix A

List of References

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