



CITY OF SANTA FE SPRINGS
MEETINGS OF THE PUBLIC FINANCING AUTHORITY,
WATER UTILITY AUTHORITY, HOUSING SUCCESSOR,
SUCCESSOR AGENCY, AND CITY COUNCIL
AGENDA

TUESDAY, MAY 20, 2025
AT 5:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

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

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

NOTICES

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

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

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

SB 1439: Effective January 1, 2025, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$500 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Public Comments: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.gov. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

1. CLOSED SESSION

PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

CLOSED SESSION REPORT

REGULAR SESSION – BEGINNING AT 6:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

- 2. LAKE CENTER MIDDLE SCHOOL – 8TH GRADE WASHINGTON D.C. FIELDTRIP (CITY MANAGER)**
- 3. RECOGNITION OF THE 2025 MEMORIAL SCHOLARSHIP PROGRAM RECIPIENTS (CITY MANAGER)**
- 4. “BEST OF SFS” – MARY ARIAS (COMMUNITY SERVICES)**
- 5. RECOGNITION OF 2025 ARTFEST SPONSORS (COMMUNITY SERVICES)**
- 6. RECOGNITION OF SUPERHERO 5K SPONSORS (PARKS & RECREATION)**
- 7. PROCLAMATION – MAY 18-24, 2025 AS NATIONAL PUBLIC WORKS WEEK (PUBLIC WORKS)**

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS

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

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

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

PUBLIC FINANCING AUTHORITY**8. MINUTES OF THE APRIL 15, 2025 PUBLIC FINANCING AUTHORITY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

**9. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED
THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
(PFA) (FINANCE)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY**10. MINUTES OF THE APRIL 15, 2025 WATER UTILITY AUTHORITY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

11. **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR

12. **MINUTES OF THE APRIL 15, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

13. **MINUTES OF THE APRIL 15, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

14. **MINUTES OF THE APRIL 15 AND 22, 2025 REGULAR AND SPECIAL CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

15. **COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET, AND JOHN STREET – AWARD OF CONTRACT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to Sequel Contractors, Inc, of Santa Fe Springs, California in the amount of \$1,494,165 for the construction of the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project and authorize the City Manager to execute the agreement; and

- 2) Appropriate \$1,095,000 from the Measure SFS Fund and transfer to Springdale Avenue Account PW220106 in the amount of \$365,000, Wakeman Street Account PW220501 in the amount of \$365,000 and John Street Account PW220105 in the amount of \$365,000; and
- 3) Release of \$300,000 in 2006 Tax Allocation Bond proceeds for Wakeman Street (Account PW220501); and
- 4) Take such additional, related action that may be desirable.

16. CITYWIDE STREET SWEEPING AGREEMENT – SECOND AMENDMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Second Amendment to the Master Agreement with Nationwide Environmental Services (NES) for Citywide Street and Parking Lot Sweeping Services; and
- 2) Authorize the Mayor to execute the Second Amendment to the Master Agreement; and
- 3) Take such additional, related action that may be desirable.

17. STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to Sequel Contractors, Inc. of Santa Fe Springs, California in the amount of \$1,136,100 for the construction of the Stage Road and Iseli Road Street Improvements and authorize the City Manager to execute the agreement; and
- 2) Release \$1,737,800 of Utility Use Tax (UUT) Funds previously appropriated in Account PW250102 for the Stage Road and Iseli Road Street Improvements Project; and
- 3) Appropriate \$1,737,800 from the Measure SFS Fund for the Stage Road and Iseli Road Street Improvements Project to Account PW250102; and
- 4) Take such additional, related action that may be desirable.

18. FIRE STATION HEADQUARTERS OFFICE RENOVATION – ADDITIONAL APPROPRIATION OF FUNDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order Nos. 1 to 19 to the contract with RAMCO General Engineering Contractors, Inc. for various unforeseen conditions and additional work in an aggregate amount of \$372,440; and
 - 2) Authorize the City Manager to execute Change Order No. 20 to the contract with RAMCO General Engineering Contractors, Inc. in the amount of \$145,956 for a kitchen remodel at Fire Station No. 1 (Headquarters); and
 - 3) Appropriate an additional \$450,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation (PW250007); and
 - 4) Authorize the City Manager to amend the existing Purchase Order with Willscot to extend the lease on temporary Fire Administration Trailers in addition to executing a new Purchase Order for a Shower Trailer in the total aggregate amount of \$75,000; and
 - 5) Take such additional, related action that may be desirable.
19. **SECOND READING OF ORDINANCE NO. 1159 – AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1159:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS
 - 2) Take such additional, related action that may be desirable.
20. **AUTHORIZE BID AWARD FOR AS-NEEDED TEMPORARY FENCING AND BARRIERS (FINANCE)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize awarding an agreement to United Site Services of California (United) in the not-to-exceed amount of \$60,000 per fiscal year through March 31, 2028; and
 - 2) Authorize the City Manager to take any further necessary actions regarding this matter.
21. **AUTHORIZE BID AWARD FOR AS-NEEDED PORTABLE RESTROOMS AND WASHING STATIONS (FINANCE)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize awarding an agreement to United Site Services of California (United) in the not-to-exceed amount of \$60,000 per fiscal year through March 31, 2028; and
- 2) Authorize the City Manager to take any further necessary actions regarding this matter.

22. CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN THE PASADENA TOURNAMENT OF ROSES (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a sole-source agreement with Phoenix Decorating Company (Phoenix) for the design and construction of the City's Rose Parade floats for calendar years 2026, 2027, and 2028; and
- 2) Authorize the City Manager to execute the agreement and any subsequent amendments, subject to approval by the City Attorney as to form; and
- 3) Take such additional, related, action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

I, Fernando N. Muñoz, City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.gov; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.

FOR ITEM NO. 8, PLEASE SEE ITEM NO. 14



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: Julio Morales, Director of Finance & Administrative Services

SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC
FINANCING AUTHORITY (PFA)

DATE: May 20, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/2025	None
Outstanding principal at 4/30/2025	\$25,205,601

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment.

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Page 2 of 3

Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

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

FOR ITEM NO. 10, PLEASE SEE ITEM NO. 14



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: Julio Morales, Director of Finance & Administrative Services

SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY
AUTHORITY (WUA)

DATE: May 20, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 4/30/2025	None
Outstanding principal at 4/30/2025	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 4/30/2025	None
Outstanding principal at 4/30/2025	\$395,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

Page 2 of 2

(issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

None.

SUMMARY/NEXT STEPS

The WUA budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

ATTACHMENT(S):

None.

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

FOR ITEM NO. 12, PLEASE SEE ITEM NO. 14

FOR ITEM NO. 13, PLEASE SEE ITEM NO. 14



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, City Clerk

SUBJECT: MINUTES OF THE APRIL 15 AND 22, 2025 REGULAR AND SPECIAL CITY COUNCIL MEETINGS

DATE: May 20, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Special Meeting of April 15, 2025
- Regular Meeting of April 15, 2025
- Special Meeting of April 22, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. April 15, 2025 Special Meeting Minutes
- B. April 15, 2025 Regular Meeting Minutes
- C. April 22, 2025 Special Meeting Minutes

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



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

April 15, 2025

CALL TO ORDER

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

ROLL CALL

Members present: Councilmembers/Directors: Mora, Martin, Rodriguez, Mayor Pro Tem/Vice Chair Zamora, and Mayor/Chair Rounds.

Members absent: None.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: APNs: 8011-002-901, -902, -903, and 8011-003-955 to -979 (MC&C IV)

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

Negotiation parties: Bridgeland Resources LLC

Under negotiation: Price and terms of payment as relates to interests in real property

CLOSED SESSION

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: APNs: 8011-018-900, -901, -902, -903, -904, -905, -906, AND 8011-019-911 (MC&C III)

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

Negotiation parties: Bridgeland Resources LLC

Under negotiation: Price and terms of payment as relates to interests in real property

Mayor Rounds recessed the meeting at 5:04 p.m.

Mayor Rounds reconvened the meeting at 5:29 p.m.

CLOSED SESSION REPORT

City Attorney Olivarez provided a closed session report: Direction was given to staff and no reportable action was taken.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 5:29 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 15, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 6:01 p.m.

ROLL CALL

Members present: Councilmembers/Directors: Mora, Martin, Rodriguez, Mayor Pro Tem/Vice Chair Zamora, and Mayor/Chair Rounds.

Members absent: None.

INVOCATION

Mayor Pro Tem Zamora led the invocation.

PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the pledge of allegiance.

INTRODUCTIONS

1. Ken Stewart – Edward Jones Financial Services
2. Kathie Fink – SFS Chamber of Commerce CEO

PRESENTATIONS

1. 2024-25 MISS SANTA FE SPRINGS APPRECIATION (PARKS & RECREATION)
2. PROCLAMATION – NATIONAL VOLUNTEER WEEK (COMMUNITY SERVICES)
3. PROCLAMATION – NATIONAL ARBOR DAY (PUBLIC WORKS)
4. PROCLAMATION – COMMUNITY DEVELOPMENT WEEK (COMMUNITY DEVELOPMENT)

CHANGES TO AGENDA

City Attorney, Rick Olivares announced that staff would like to add a walk-on item for “City Hall West Wing Office Renovation – Construction Change Order Approval”. Council unanimously approved to have the item included in the consent calendar as Item No. 14.

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Community Services, Maricela Balderas spoke about Art Fest event on April 26. Fire Chief, Chad Van Meeteren spoke about the Pancake Breakfast on April 26.

Director of Parks & Recreation, Gus Hernandez, spoke about Eggstravaganza event on April 19.

PUBLIC HEARING – NONE

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

5. MINUTES OF THE MARCH 18, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

6. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

7. MINUTES OF THE MARCH 18, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

8. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR

9. MINUTES OF THE MARCH 18, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

**10. MINUTES OF THE MARCH 18, 2025 SUCCESSOR AGENCY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

11. SUCCESSOR AGENCY RESOLUTION NO. SA-2025-002, CONFIRMING THE CONTINUED EXISTENCE OF THE DISPOSITION AND DEVELOPMENT AGREEMENT DATED MAY 11, 1995, WITH THE SCHORK FAMILY PARTNERSHIP AND AUTHORIZING THE EXECUTION AND DELIVERY OF A GRANT DEED CONVEYING THE SUCCESSOR AGENCY PROPERTIES LOCATED AT APNS: 8082-002-914 AND 8082-002-915 TO THE SCHORK FAMILY PARTNERSHIP (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Adopt the attached resolution confirming the continued existence of the Disposition and Development Agreement (“DDA”) dated May 11, 1995, between the former CDC and the Schork Family Partnership, and authorizing the execution and delivery of a Grant Deed conveying the properties located at Assessor Parcel Numbers (“APN”): 8082-002-914 and 8082-002-915 to the Schork Family Partnership.

CITY COUNCIL

**12. MINUTES OF THE MARCH 18, 2025 CITY COUNCIL MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

13. PROFESSIONAL SERVICES AGREEMENTS WITH HUGHES MARINO, INC. FOR REAL ESTATE CONSULTANT SERVICES (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Professional Service Agreements between the City of Santa Fe Springs and Hughes Marino, Inc.; and

- 2) Authorize the City Manager to execute and act as the City Representative for two Professional Services Agreements for broker services with Hughes Marino, Inc., one for lease transactions and another for sales transactions; and
- 3) Determine that the action is categorically exempt pursuant to the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 *et seq.*); and
- 4) Take such additional, related action that may be desirable.

14. CITY HALL WEST WING OFFICE RENOVATION – CONSTRUCTION CHANGE ORDER APPROVAL (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order Nos. 1 - 3 to the contract with CTG Construction, Inc. in the aggregate amount of \$250,000; and
- 2) Take such additional, related action that may be desirable.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve the consent calendar, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora looked forward to all of the upcoming events and thanked the volunteers for attending the meeting.

Councilmember Martin talked about attending a seminar on SB 86 with Director Salazar. She also talked about the Neighborhood Garden cleanup event.

Councilmember Rodriguez thanked the volunteers who showed up to be recognized. She also talked about all of the upcoming events.

Mayor Pro Tem Zamora talked about the Water Replenishment District, and thanked Community Development for their hard work. Lastly, he asked to adjourn the meeting in memory of his aunt, Amparo Galindo.

Mayor Rounds looked forward to the easter egg event and Superhero 5K. He called on City Manager Bobadilla to provide an update on the city's bond rate. City Manager Bobadilla introduced Julio Morales, upcoming director of finance effective May 1 to provide an update on the bond item. Lastly, Mayor Rounds talked about honoring police dispatchers.

ADJOURNMENT

Mayor Rounds adjourned the meeting in memory of Amparo Galindo at 6:53 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

April 22, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 5:37 p.m.

ROLL CALL

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

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CITY COUNCIL

STUDY SESSION

1. FY 2025-2026 BUDGET WORKSHOP – DEPARTMENT PRESENTATIONS

City Manager, René Bobadilla, introduced the incoming Director of Finance, Julio Morales, and proceeded to talk about the building blocks of the next fiscal year budget. Director Morales talked about the purpose of the budget, which highlights the significant issues, City Council priorities, and other items of interest. He touched on salary and benefits, operations, UAL, OPEB, and insurance costs which make up the bulk of the budget. City Manager Bobadilla added that staff budgets for the maximum amount for insurance benefits allowed, even if employees do not utilize the entire amount of benefits.

Assistant City Manager, Nicholas Razo began talking about the City Manager's budget, which includes immediate staff, City Clerk, City Attorney, Human Resources, and Technology Services. He described the new software in the City Clerk's Office that manages the agendas, minutes, and public record requests. He then segued into commissions and City Manager Bobadilla provided an update. He talked about the Traffic Commission and the need to dissolve it, citing minimal business items for approval. Mayor Pro Tem Zamora said that sometimes the commission conflicts with the decisions of the Council, and Mayor Rounds mentioned that there has been zero attendance at most meetings. Mayor Rounds suggested reviving the Safe Neighborhood Team under Police Services as a compromise. Council gave unanimous direction to dissolve the Traffic Commission.

Assistant City Manager Razo then proceeded to talk about the Human Resources Department and highlighted personnel relations, learning and development, recruitment and selection, benefits engagement, payroll management, and risk management. He

touched on dental benefits for retired employees and the need to memorialize it as it has not been done so. Mayor Pro Tem Zamora asked about looking into requiring a minimum amount of years to receive retirement benefits. City Manager Bobadilla talked about also contracting a third party to manage retirement payment collections, as it is very fragmented. Assistant City Manager Razo then talked about requesting a Risk Manager in the budget to streamline and oversee claims and pursue insurance payments. Lastly, with regards to Technology Services, he talked about recent upgrades to several servers, and about retiring the 1984 water billing system and the need to eventually upgrade and install automated meter readers (AMR).

Director of Finance, Julio Morales talked about the role of the Finance officer, which includes providing financial analysis, assisting departments with grant funding/budgeting, financing new capital investments, and assisting with economic development initiatives. He also talked about a computer glitch that occurred in June 2024 that affected water utility bills, and encouraged residents to contact the Finance department to address any discrepancies with water billing.

Director of Community Development, Cuong Nguyen talked about the role of the department which oversees planning division, economic development, and housing. Some current-year highlights include certifying the housing element with the state, completion of lot line adjustments, adoption of modernized non-conforming provisions as part of the 2040 General Plan and targeted zone update, completion of a poster billboard ordinance, a street naming ordinance, establishment of an appeal process, and creation of local standards for processing special event permits. He also talked about plans for the upcoming fiscal year, such as initiating the downtown specific plan project and integrating code enforcement division into the department. Mayor Pro Tem Zamora inquired about expanding the days fireworks can be sold within the City and possibly having the sales at City facilities. Lastly, Director Nguyen announced that they are working on an EIFD plan to possibly roll out by the end of this year or early 2026.

Director of Community Development, Maricela Balderas provided a brief overview of her department and highlighted noteworthy accomplishments such as launching a citywide communications strategy, upgrading the passport office and increased offerings, and streamlined and enhanced transit services. Plans for the upcoming fiscal year include completion of the city branding project, launch of a mariachi program, updating the Carriage Barn exhibits, and creation of a STEAM resource hub.

Fire Chief, Chad Van Meeteren talked about noteworthy budget highlights for the current fiscal year. He then highlighted some of his goals and objectives for the upcoming fiscal year. He then talked about the paramedic improvements proposed last year and provided a brief report by a consultant that did an evaluation on his department. He is requesting adding another paramedic unit to the department. Councilmember Martin asked about how much it would cost. Fire Chief estimates about an additional million dollars a year, which would consist of six additional staff. City Manager Bobadilla talked about the need to go after the quarter cent sales tax to improve fire stations, park bathrooms, and other deferred maintenance items. Fire Chief Van Meeteren continued to talk about wanting to return basic life support transportation under City control via LA County partnership by submitting an RFP to the county in 2026 for a 10 year contract. He talked about disbanding the paramedic subscription program due to high operational costs. Council

agreed that they would like to see something similar brought back to replace it that is more cost effective. Lastly, he would be asking for a replacement emergency command vehicle and also an infrared sauna in the upcoming budget for approval.

Director of Parks and Recreation, Gustavo Hernandez talked about his current fiscal year highlights, such as the increase in the number of people that visit city parks, reintroduction of the swim program at the aquatic center, and enhanced access through online transactions. For the next fiscal year, some of the department goals include the creation of a parks and recreation master plan, establishment of performance indicators, enhancement of staff development, implementation of a new facility reservation policy, and re-establishment of the City's non-profit organization.

Director of Police Services, Arlene Salazar talked about department accomplishments during the current fiscal year, such as the amount of red tagged vehicles, homeless camp cleanups, and illegal dumping cleanups. She touched upon enforcement and quality of life efforts, such as the creation of an RV ordinance and safe exchange parking spaces. She talked about the initiated unified homeless engagement strategy. Some new proposed items for the new fiscal year include increasing traffic officers, purchasing a traffic motorcycle, expanding the homeless engagement program, developing and implementing a volunteer program, and introducing new fleet vehicles. She also mentioned the expansion of the use of drones by Public Safety to improve services and situational awareness including paying applicable GIA mapping technology software licensing fees. Councilmember Martin asked about other cities having a \$10,000 budget for spay and neutering rebates. City Manager Bobadilla said there is an account of donations from companies that is currently being unused that can help fund some of those programs.

Director of Public Works, James Enriquez talked about the need for a needs assessment to evaluate the fire stations. He talked about the new fiscal year objectives, which include water well rehabilitation projects, improvements to purchasing practices, aquatic center phase 1B, Measure SFS street improvement programs, residential street resurfacing, Town Center Plaza and City Hall renovations. Mayor Pro Tem Zamora talked about implementing an ADU workshop to educate residents, which Director Enriquez and Director Nguyen will help coordinate.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 9:07 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET, AND JOHN STREET – AWARD OF CONTRACT

DATE: May 20, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to Sequel Contractors, Inc, of Santa Fe Springs, California in the amount of \$1,494,165 for the construction of the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project and authorize the City Manager to execute the agreement; and
- 2) Appropriate \$1,095,000 from the Measure SFS Fund and transfer to Springdale Avenue Account PW220106 in the amount of \$365,000, Wakeman Street Account PW220501 in the amount of \$365,000 and John Street Account PW220105 in the amount of \$365,000; and
- 3) Release of \$300,000 in 2006 Tax Allocation Bond proceeds for Wakeman Street (Account PW220501); and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project is an approved Capital Improvement Program (CIP) project with original budgets of \$540,000 for Springdale Avenue (PW220106), \$630,000 for John Street (PW220105), and \$300,000 for Wakeman Street (PW220501). These budgets were

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Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street – Award of Contract

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funded through private development fees collected for resurfacing roadway networks (for Springdale Avenue and John Street) and 2006 Tax Allocation Bond (TABs) proceeds (for Wakeman Street).

The total project cost has increased due to inflation, escalation, and the cost difference between the originally planned grind and overlay roadway treatment and the full-depth restoration treatment recommended by the design consultant to provide a significantly longer design lifespan. The likelihood of a funding shortfall and the need to appropriate additional funds to award a construction contract and complete the project were discussed in the staff report for the Authorization to Advertise. Based on the bids received, staff now recommends an additional appropriation of \$1,095,000 from the Measure SFS Fund to fill this budget shortfall. This includes the funds necessary to release \$300,000 of 2006 TABs funding for Wakeman Street. The 2006 TABs funding will be made available for programming for other projects. The revised total project budget will be \$2,265,000.

The total project cost breakdown is as follows:

Street Improvements (Springdale Avenue, Wakeman Street, & John Street)

ITEM:	ESTIMATED PROJECT COSTS	
Construction	\$	1,494,165
Design	\$	132,000
Engineering	\$	145,000
Inspection	\$	130,000
Contingency	\$	363,835
Total Estimated Project Cost:	\$	2,265,000

BACKGROUND

The proposed street improvement project includes three segments located on Springdale Avenue (from Florence Avenue to Clark Street), Wakeman Street (from Sorensen Avenue to the end of the cul-de-sac), and John Street (from Los Nietos Road to Sorensen Avenue) as shown in Attachment B. Each project segment will involve the removal and pulverization of eleven inches of existing asphalt and base. In its place, fiber-reinforced asphalt concrete pavement will be installed over a cement-treated base. Additionally, any necessary work will be done to remove and replace damaged curbs and gutters, sidewalks, curb ramps, parkway drains, and driveways.

The proposed new paving sections will eliminate potholes, support heavy repetitive loads generated by trucks/vehicles, increase pavement service life, and allow for a smooth riding roadway.

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ANALYSIS

On March 4, 2025, the City Council authorized the advertisement for construction bids for the subject project on PlanetBids. The solicitation for construction bids was advertised on March 26, 2025, in accordance with the California Public Uniform Construction Cost Accounting Commission guidelines for formal bidding. A total of ten bids were received on April 24, 2025. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was Sequel Contractors, Inc, of Santa Fe Springs, CA with a bid totaling \$1,494,165. The tabulated bid results are as follows:

		Public
	Audited Bid	Bid Amount
1. Sequel Contractors, Inc	\$1,494,165.00	\$1,494,165.00
2. Hardy & Harper, Inc	\$1,605,000.00	\$1,605,000.00
3. All American Asphalt	\$1,619,165.00	\$1,619,165.00
4. R.J. Noble Company	\$1,638,305.00	\$1,650,295.00 *
5. Onyx Paving Company, Inc	\$1,661,000.00	\$1,661,000.00
6. Calmex Engineering, Inc	\$1,664,492.00	\$1,664,492.00
7. Terra Pave, Inc	\$1,714,325.00	\$1,714,325.00
8. Sully-Miller Contracting Co.	\$1,822,260.00	\$1,822,260.00
9. Toro Enterprises, Inc	\$1,916,113.75	\$1,916,153.75 *
10. Aneen Construction	\$2,043,500.00	\$2,015,330.00 *

* R.J. Noble Company, Toro Enterprises, Inc and Aneen Construction entered incorrect unit cost into PlanetBids resulting in a mathematical error.

The bid proposal submitted by Sequel Contractors, Inc, in the amount of \$1,494,165, is approximately 18% below the Engineer's Estimate of \$1,831,000 and is acceptable.

The Department of Public Works has reviewed the bids and determined the low bid submitted by Sequel Contractors, Inc, to be responsive and responsible.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project are categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility (existing highways and streets are included examples).

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DISCUSSION

These street improvements will improve the structural condition of the existing street segments, enhance traffic operations, and reduce future maintenance costs.

SUMMARY/NEXT STEPS

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

ATTACHMENTS:

- A. Contract Agreement
- B. Springdale Avenue, Wakeman Street, and John Street Location Maps

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AGREEMENT FOR CONSTRUCTION
COMMERCIAL STREET IMPROVEMENTS FOR
SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET
CONTRACTOR'S NAME**

This Agreement for Construction ("Agreement") is entered into on this 20th day of May 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City") and Sequel Contractors, Inc, 13546 Imperial Highway, Santa Fe Springs, California 90670, State Contractor's License No. 610600, ("Contractor"). Hereinafter, the City and the Contractor may be referred to collectively as the "Parties." The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET which is covered in the Contractor's Bid Proposal (the "Work"), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

- a. Permits from the City's Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
 - Exhibit "A"** – Workers Compensation Certification
 - Exhibit "B"** – Performance and Payment Bonds
 - Exhibit "C"** – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
 Addendum No. 1, issued April 21, 2025, 2 pages.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2025-02 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid

Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

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

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

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

ARTICLE 2 - SERVICES OF CONTRACTOR

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

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

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

assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.3.

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

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

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

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

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

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

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

2.6 **Care of Work.** Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

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

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

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

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

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of One Million Four Hundred Ninety-Four Thousand One Hundred Sixty-Five Dollars (\$1,494,165.00) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

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

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

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

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

3.5 Payment Procedures.

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

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

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

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

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

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

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

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

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

ARTICLE 4 – TIME FOR PERFORMANCE

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

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Fifty (50) working days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

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

ARTICLE 6 – CLAIMS AND DISPUTES

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

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

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

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

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

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

ARTICLE 8 – BONDS

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

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

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

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

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

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

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

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

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

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

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

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

ARTICLE 12 – PREVAILING WAGES

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

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

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

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

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

ARTICLE 13 – MISCELLANEOUS

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

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

City

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

Contractor

Sequel Contractors, Inc.
Attn: Thomas Pack
13546 Imperial Highway
Santa Fe Springs, CA 90670

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Contractor's services under this agreement,

including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

SEQUEL CONTRACTOR'S INC.

By: _____
René Bobadilla, City Manager

By: _____
Thomas Pack

President

Attest: _____
Fernando Muñoz, Deputy City Clerk

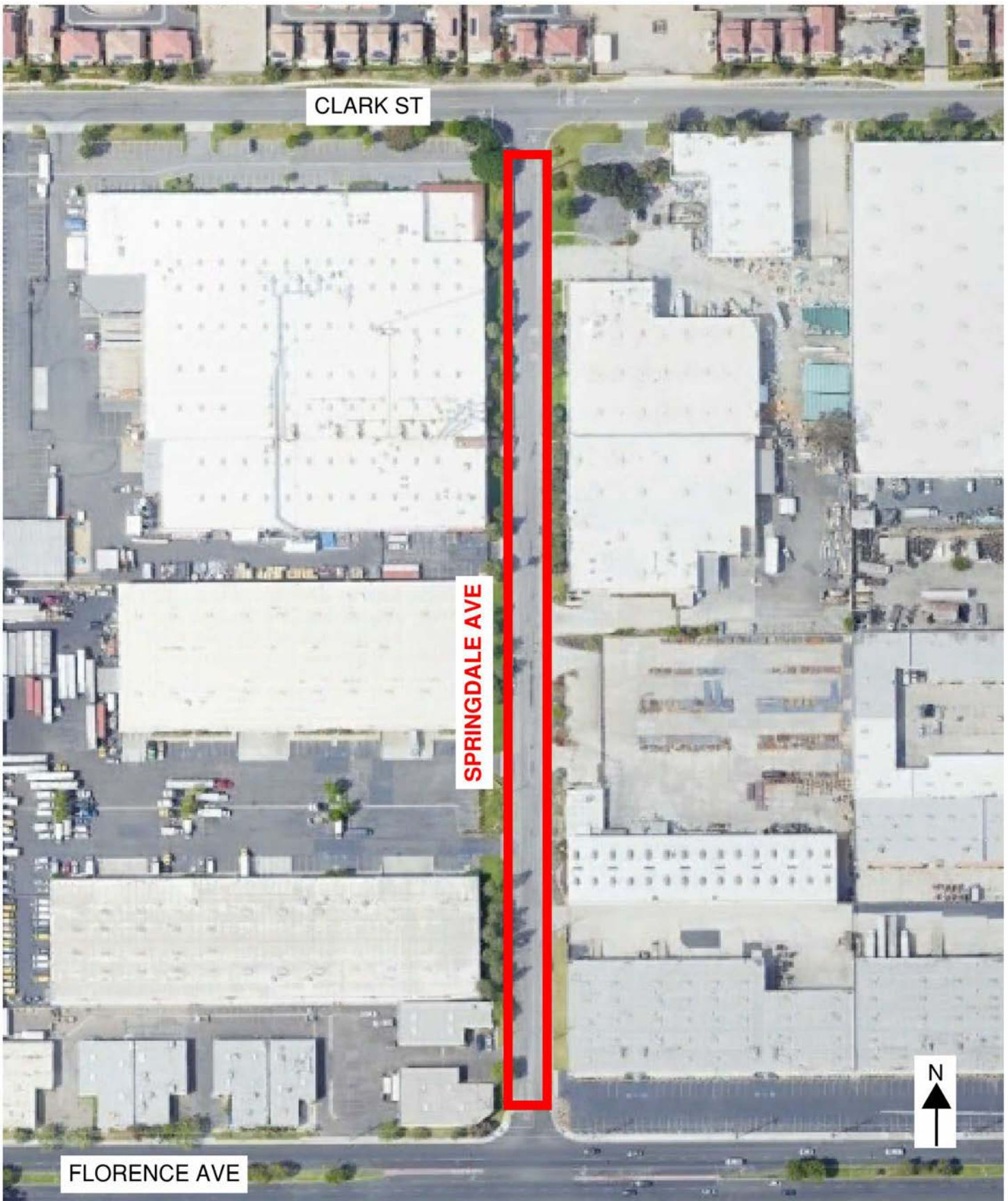
By: _____
Name

Title

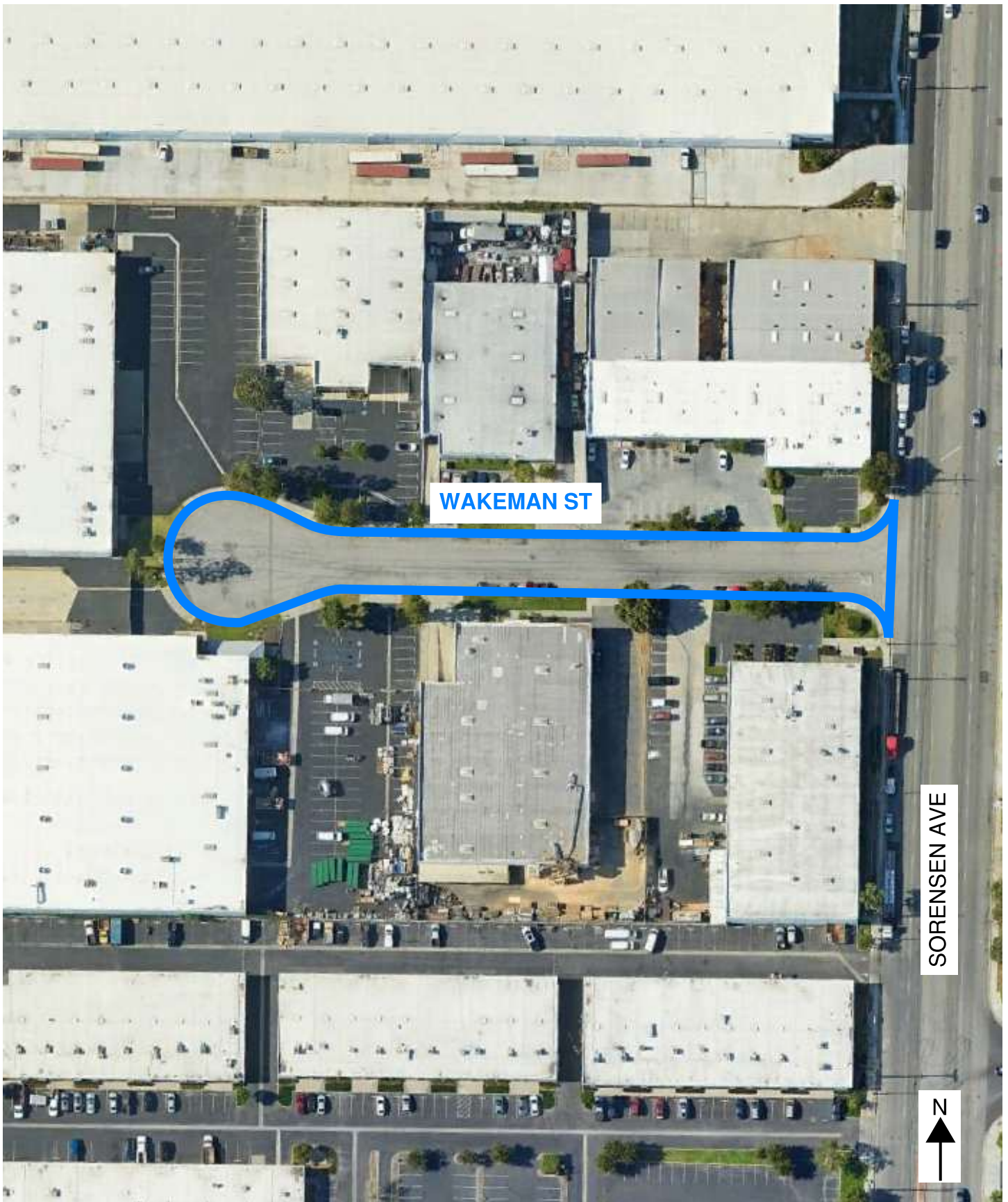
APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

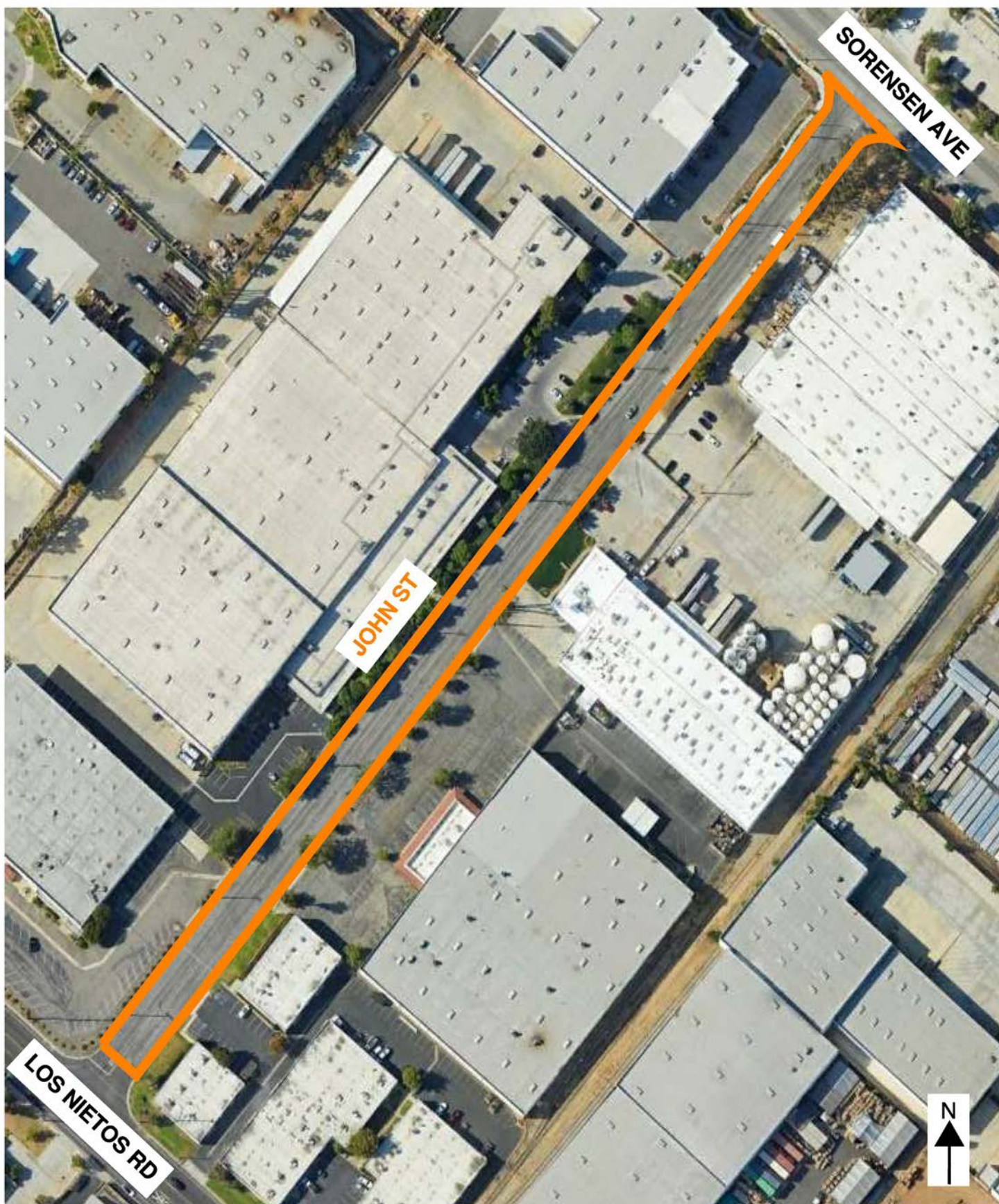
SPRINGDALE AVE (FLORENCE AVE TO CLARK ST)



WAKEMAN ST (SORENSEN AVE TO CUL-DE-SAC)



JOHN ST (LOS NIETOS RD TO SORENSEN AVE)





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: CITYWIDE STREET SWEEPING AGREEMENT – SECOND AMENDMENT

DATE: May 20, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Second Amendment to the Master Agreement with Nationwide Environmental Services (NES) for Citywide Street and Parking Lot Sweeping Services; and
- 2) Authorize the Mayor to execute the Second Amendment to the Master Agreement; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Public Works Operations and Maintenance Budget includes the cost of the annual Citywide Street and Parking Lot Sweeping Contract. The proposed FY 2025-26 Budget will include an additional \$155,000 to cover the increased cost of the recommended additional services, including the annual increase due on July 1, 2025 and annual CPI increase per the terms of the First Amendment.

BACKGROUND

Nationwide Environmental Services (NES) has provided street sweeping services to the City of Santa Fe Springs since 2014. From a historical perspective, the contract was last bid in June 2012. The bids were all rejected and All-American Street Sweeping continued

Citywide Street Sweeping Agreement – Second Amendment

Page 2 of 3

performing street sweeping services until January 19, 2014, when All American Street Sweeping was unable to provide street sweeping services.

On January 20, 2014, the City entered into a contract with NES to perform Citywide Street Sweeping Services for a monthly amount of \$10,600 (\$127,200 annually). At the April 13, 2017 City Council Meeting, NES was awarded a 3-year contract with 2 one-year extensions for a monthly amount of \$12,084 (\$145,008 annually). At the April 23, 2020 City Council Meeting, NES was awarded a five-year contract (Master Agreement) for a monthly amount of \$12,494 (\$149,938 annually).

On September 5, 2023, the City Council approved the First Amendment to the Master Agreement, increasing the monthly fee to \$21,745 (\$257,700 annually). The First Amendment also included a monthly increase of \$3,750 effective July 1, 2024, and 2025, and implemented an annual CPI increase on July 1st beginning on July 1, 2024. The current monthly fee is \$27,739 (\$332,868 annually)

Services under the current agreement include street sweeping of residential streets and City parking lots once per week and commercial/industrial streets are swept every other week.

ANALYSIS

In response to complaints of trash accumulation on commercial industrial streets and for increased compliance with the National Pollution Discharge Elimination System (NDPES) relating to trash in stormwater runoff, staff solicited a proposal from NES to increase the frequency of sweeping for commercial/industrial streets to weekly. NES provided a quote of an additional \$13,715 per month for the increased frequency. Additionally, staff negotiated with Universal Waste Systems (UWS) to accept all street sweeping waste at their Material & Transfer Facility located at 9016 Norwalk Boulevard in Santa Fe Springs at no charge to the City. The savings in disposal fee and the savings in fuel and labor for NES to dump at UWS as opposed to driving back to their facility in Norwalk reduces the additional monthly fee by \$6,150 (\$73,800 annually). Therefore, the recommended Second Amendment proposes to increase the sweeping of commercial/industrial streets to weekly for an additional monthly fee of \$7,565 (\$90,780 annually). The Second Amendment also continues the annual CPI increase per the terms of the First Amendment at a minimum of 4% annually and provides a ten-year term ending on June 30, 2035 with one 7-year extension.

The recommended Second Amendment has been approved by the City Attorney as to form.

Citywide Street Sweeping Agreement – Second Amendment

Page 3 of 3

ENVIRONMENTAL

The contract with NES ensures that the City's streets and parking lots are kept clean, and the safety and welfare of the City's residents and businesses are maintained. It also is a critical component of the City's efforts to comply with NPDES regulations relating to stormwater runoff quality.

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the approval by the City Council of the recommended actions, staff will coordinate with NES to continue to provide uninterrupted street sweeping services to the City of Santa Fe Springs for the next ten years.

ATTACHMENT:

A. Second Amendment

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**SECOND AMENDMENT TO
CITY OF SANTA FE SPRINGS
CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT
WITH
NATIONWIDE ENVIRONMENTAL SERVICES**

This Second Amendment ("Second Amendment") to that certain Citywide Street and Parking Lot Sweeping Services between the City of Santa Fe Springs, a California municipal corporation, ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor") is entered into and effective as of the 20th day of May 2025 ("Effective Date"). The City and the Contractor are sometimes hereinafter referred to jointly as "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Parties entered into the agreement for citywide street sweeping services for the City of Santa Fe Springs on July 1, 2020 (hereinafter "Master Agreement"), attached and incorporated herein as **Exhibit "A"**; and

WHEREAS, on September 5, 2023, the City Council approved to amend the Master Agreement pursuant to the terms of the First Amendment, attached and incorporated herein as **Exhibit "B"**; and

WHEREAS, on May 20, 2025, the City Council approved to amend the Master Agreement and First Amendment pursuant to the terms of this Second Amendment; and

WHEREAS, the Master Agreement, First Amendment, and this Second Amendment are collectively referred to as the "Agreement"; and

WHEREAS, this Second Amendment is authorized pursuant to Section 21 of the Master Agreement; and

WHEREAS, the Parties wish to make certain amendments to the Master Agreement as set forth in this Second Amendment. Where the Master Agreement, First Amendment, and Second Amendment conflict, this Second Amendment shall control.

NOW, THEREFORE, in the consideration of the mutual covenants and conditions set forth herein, the Parties desire to amend the Master Agreement as set forth in this Second Amendment as follows:

1.0 RECITALS

The Recitals above and true and correct and incorporated herein by this reference.

2.0 AMENDMENTS TO AGREEMENT.

2.1 SECTION 1. TERM is hereby amended to read in its entirety as follows:

The term of this Agreement, as Amended by this Second Amendment, shall be for a period of ten (10) years commencing on the 1st day of July 2025, and shall remain in effect until expiring on June 30, 2035 ("Term").

The Term of the Agreement shall be automatically extended for a period of seven (7) years beginning July 1, 2035 ("Extended Term") unless the City provides written notice to the Contractor on or before January 1, 2035 of the City's intent not to extend the Term and its intent to terminate the Agreement at the close of business on June 30, 2035. At any time beginning July 1, 2034, through December 31, 2034, the City may also extend the Term of the Agreement by providing written notice to the Contractor of the City's intent to exercise its right to the Extended Term. The Extended Term of this Agreement shall be on the same terms and conditions as set forth in the Master Agreement, as amended by the First Amendment, this Second Amendment and any subsequent amendments between the City and the Contractor during the Term.

2.2 SECTION 5. PAYMENT Section A is hereby amended to read in its entirety as follows:

A. (1) Effective May 20, 2025, the City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$35,303.71 ("Monthly Contract Sum"). Effective on July 1, 2025, City agrees to further increase the Monthly Contract Sum by an additional \$3,750.00 monthly plus increases in the CPI as set forth in Section 5 A(2).

(2) Beginning on July 1, 2026, and on each July 1 thereafter during the term of this Agreement, including any Extended Term, the Monthly Contract Sum provided in this Section shall be automatically adjusted, in an amount equal to the greater of the increase in the Consumer Price Index ("CPI"), plus any other increases provided for in Section 5 A(1) of this Agreement, or four percent (4%), whichever is greater. For avoidance of doubt, in the event the CPI increase in any period is less than four percent (4%), Contractor shall be entitled to a minimum 4% increase or a CPI increase whichever is greater (plus any other increases provided for in Section 5 A(1) of this Agreement, if any). The parties agree that the CPI adjustment shall be calculated by using the February Consumer Price Index, for the services provided pursuant to this Agreement for Los Angeles, Riverside, and Orange Counties Metropolitan areas, published by the United States Department of Labor, Bureau of Labor Statistics.

2.3 EXBHIT A, SCOPE OF SERVICES, DISPOSAL OF SWEEPINGS AND/OR DEBRIS is hereby amended in its entirety to read as follows:

A. The City shall be responsible for the cost of disposal of all sweepings and debris.

B. The Contractor shall transport all sweepings and debris to Universal Waste Systems (UWS) located at 9016 Norwalk Blvd, Santa Fe Springs, CA 90670.

2.4 EXBHIIT C, STREET SWEEPING SCHEDULE is hereby amended in its entirety to read as follows:

Weekly

Monday	Commercial & Industrial Alleys, Streets, and Arterials
Tuesday	Residential Streets & Alleys
Wednesday	Municipal Services Yard, and Fulton Wells
Thursday	Residential Streets & Alleys
Friday	Citywide Raised/Painted Medians and Major Intersections

3.0 AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Second Amendment on behalf of the Parties warrants and represents that they have the authority to execute this Second Amendment on behalf of said Parties and has the authority to bind the Parties to the provisions of this Second Amendment.

[Signatures on next page]

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

CITY OF SANTA FE SPRINGS

CONTRACTOR

Nationwide Environmental Services of
Norwalk

William K. Rounds, Mayor

Ani Samuelian, President

ATTEST:

Fernando Munoz, City Clerk

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

Exhibits: A. Master Agreement
 B. First Amendment

EXHIBIT “A”
MASTER AGREEMENT

**CITY OF SANTA FE SPRINGS
CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT
WITH
NATIONWIDE ENVIRONMENTAL SERVICES**

This Citywide Street and Parking Lot Sweeping Services Agreement ("Agreement") is made and effective as of the 1st of July, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2020, and shall remain and continue in effect for a period of five years, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services described and set forth in Exhibit A ("Services"), in accordance with the schedules set forth in Exhibits B and C, all attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$12,494.86 (\$149,938.32 for the year) for the first year of the Agreement term. Thereafter, Contractor may increase its fees no more than once a year for the remaining term of this Agreement, on the anniversary of the Effective Date, upon sixty (60) days' prior written notice to City, provided that no increase shall exceed the Consumer Price Index (CPI) for all Urban Consumers, for the Los Angeles-Long Beach-Anaheim area, for all items, using February as the index base period, and rounding to the nearest tenth of a percent.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

- C. Contractor will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ninety (90) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

- A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Contractor, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Contractor is named in such Action, and upon demand by the City, Contractor shall defend the City at Contractor's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Contractor's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Contractor and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Contractor will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and

subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the

City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attention: Director of Public Works

To Contractor: Ani Samuelian, President
 Nationwide Environmental Services of Norwalk
 11914 Front Street
 Norwalk, CA 90650

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City which shall not be unreasonably withheld or delayed. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or

enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

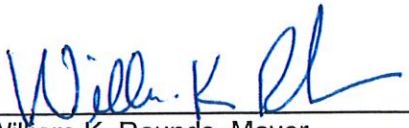
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

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

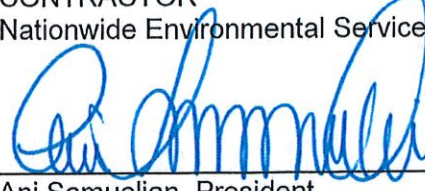
CITY OF SANTA FE SPRINGS



William K. Rounds, Mayor

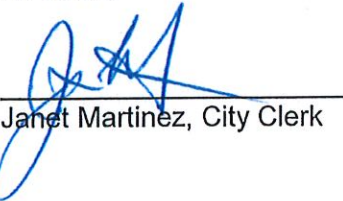
CONTRACTOR

Nationwide Environmental Services of Norwalk



Ani Samuelian, President

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Parking Lot Sweeping Schedule
	Exhibit C	Street Sweeping Schedule
	Exhibit D	Insurance Requirements

EXHIBIT A

CITY OF SANTA FE SPRINGS

CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT

SCOPE OF SERVICES

General

The Contractor shall perform all work covered by this Agreement in a manner satisfactory to the Contract Administrator. The work to be done shall include the furnishing of all labor, material, equipment, tools, and any other incidental expenses necessary to perform the services as detailed below.

Street Sweeping Services

- A. In general, all streets with medians must be swept on both the curb side and painted side. All streets and alleyways in the City, with or without curb and gutter must be swept.
- B. Sweep all parking lots specified in attached Exhibit B once per week.
- C. Each section or portion of street that is posted with "street sweeping signs" that temporarily prohibit vehicular parking during the posted times, shall be swept during the posted times. Each section or portion of street that is not posted, either with or without curb and gutter, shall also be swept. Every attempt shall be made to sweep curbside of each street unless prohibited by vehicles or other obstructions that render the provision of service impossible or hazardous in each specific circumstance.
- D. Residential streets shall be swept during the posted hours. Sweeping routes for the residential areas have been separated by day and time in attached **Exhibit C**.
- E. The Contract Administrator will negotiate with the Contractor a sweeping schedule and routes for industrial and commercial streets. All industrial and commercial streets, and the median curb and median areas shall be swept between the hours of 10:00 p.m. to 5:00 a.m.
- F. The Contractor will be responsible for the cost of providing the water required for operating the street sweeping equipment. The Contractor will not use City of Santa Fe Springs water sources to perform street and parking lot sweeping services.
- G. The discharge of non-storm water into storm drain inlets, catch basins, or into the curb-and-gutter leading to the storm drain system is strictly prohibited by Storm water and Runoff Pollution Control Regulations, and under the Federal Clean Water Act.

- H. Contractor shall sweep in the vicinity of schools at times which do not conflict with parking, pickup and drop off times
- I. Contractor shall report to the Contract Administrator any encroachment of vegetation which impairs one's ability to sweep.
- J. Extra Sweeping – Emergency: There shall be a two-hour maximum response time for emergency sweeping after requested by the Contract Administrator. Emergency sweeping shall be paid at a rate of \$75.00 per hour for actual time spent in the City performing the emergency work.
- K. Extra Sweeping – Non-Emergency: Non-emergency sweeping shall take place no later than the same or next business day after requested by Contract Administrator. Non-emergency sweeping shall be paid at a rate of \$60.00 per hour for actual time spent in the City performing non-emergency work.
- L. Any extra work performed beyond what is described in Exhibit A, Street Sweeping Services, shall not be performed without prior authorization from the Contract Administrator.

Public Relations

- A. The Contractor shall maintain an office and at all times during the hours between 8:00 a.m. and 5:00 p.m. of each working day have a full-time employee at said office for the answering of inquiries and for receiving complaints from the Contract Administrator.
- B. The Contractor shall provide the telephone number of a designated employee available between 5:00 p.m. and 8:00 a.m. for emergency calls and complaints from the City.
- C. The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection by the Contract Administrator.
- D. The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Contract Administrator within twenty-four (24) hours as to the action taken concerning each complaint.
- E. The Contractor is required to have radio-equipped street sweepers and a supervisor available by telephone on a 24-hour basis who is assigned to provide direction and prompt attention to requests from the City for emergency service. Response shall be within two hours after request is received.

- F. The Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the agreement. The Contractor shall report to the Contract Administrator the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.
- G. The Contractor shall provide all labor, materials and equipment to install traffic control devices advising the public of hazards due to cleaning. Upon completion of the work, the Contractor shall promptly remove all signs and warning devices.

Coordination with Other City Programs

The Contractor is required to establish and maintain good working relationships with various departments in the City. The Contractor shall be responsible for cooperating and coordinating with the following City programs:

- A. Waste Collection Program: This program consists of the collection of garbage and recyclable materials in the residential areas. The frequency of collection is once a week and the days of collection are Mondays, Tuesdays and Wednesdays.
- B. Tree Pruning Program: The City prunes street trees on a three-year trim cycle and also removes trees as necessary. Tree crews work daily, Mondays through Fridays.
- C. Road Work: City, County, and utility maintenance forces make street repairs on an as-needed basis. Coordinate with the City's Department of Public Works for ongoing street and waterline projects.
- D. Traffic Counters: The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters, which utilize one or more hoses, placed in the roadway. The Contractor shall work with the City on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the traffic counter equipment and appurtenances. If the Contractor's equipment causes damage to such a counter or its appurtenances, the Contractor shall bear the entire cost of restoration, repair, testing, or replacement of the traffic counter.

Personnel and Supervision

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this Agreement. The Contractor shall require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. The employees shall also maintain good bearing and deportment toward the public.

The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor shall check with the Contract Administrator weekly as to (1) schedule of work, (2) complaints, and (3) adequacy of performance.

Equipment and Materials

Contractor shall use street sweeping equipment in conformance with the highest standard of street sweeping. Sweeper speed and broom pattern shall be in accordance with manufacturer's recommendations. Sweepers, when driven, shall not exceed the posted speed limit.

All equipment shall be:

- A. Standard full size motorized street sweeper;
- B. An air regenerative sweeper equal to or larger than a Tymco 600, or shall be a vacuum sweeper with equal pick-up capabilities, with dual gutter brooms;
- C. Maintained in top running condition, including arriving clean for each daily schedule.
- D. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time; and
- E. Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Santa Fe Springs". The sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number.
- F. Contractor shall comply with all applicable air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. All power sweeping equipment (including Strand Sweeper) must use alternative fuel in accordance with the South Coast Air Quality Management District Rule No. 1186.1.

Schedule Variations

- A. Notification. Whenever the schedule of work is not followed, for any reason, the Contractor shall notify the Contract Administrator and get approval to modify the sweeping schedule.
- B. Holidays. In the event that the scheduled sweeping day for an area falls on a City holiday, sweeping shall be scheduled and take place either the day previous to the holiday, the day immediately after the holiday or on the same day one week after the holiday, depending upon the direction of the Contract Administrator. The following days are designated by the City as holidays:
 - 1. New Year's Day.
 - 2. Martin Luther King Jr.'s Birthday.
 - 3. Lincoln's Birthday.
 - 4. Washington's Birthday.
 - 5. Cesar Chavez's Birthday
 - 6. Memorial Day.

7. Independence Day.
8. Labor Day.
9. Veteran's Day.
10. Thanksgiving Day.
11. Day after Thanksgiving Day.
12. The day before Christmas from 12 noon until 5 p.m., if Christmas falls on a day other than Saturday, Sunday, or Monday.
13. Christmas Day.
14. The day after Christmas, in those years in which Christmas falls on a Thursday.
15. Every day appointed by the President or Governor for a public holiday.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

- C. Weather. In the event weather cancels any sweeping, the work shall be made up at an agreed upon time and day following contact with the Contract Administrator.
- D. Equipment Failure. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, the Contractor shall make every reasonable effort to provide services during the schedule time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, the Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity on the same day, without impacting the existing, established schedule or causing additional neglect to streets requiring sweeping on the designated day within the designated time frames.\
- E. Documentation. In the event that equipment or operator failure results in designated and posted streets being neglected and at no time during the same business day are those neglected streets swept - irrespective of whether the designated time frames are met - the Contractor shall be responsible for recording and reporting the neglected curb miles and credit the City on the applicable month's billing for services not rendered.

Failure of the Contractor to account for and report on the applicable monthly billing statement, of neglected streets not swept during regularly scheduled time frames due to the Contractor's failure to provide services, may be construed as a material breach of contract. If Contractor neglects sweeping on designated street, he or she shall sweep the street at his sole cost, at the Contract Administrator's request or discretion.

Sweeping Descriptions

- A. Specifically, street sweeping shall include picking up silt, mud, sand, dirt, paper, leaves, grass, miscellaneous debris and standing water in swales.
- B. Parking lots shall be swept for full coverage of area on the parking lot side of bumpers. Parking lots that are not equipped with wheel stops (bumpers) shall have the curb and gutter swept by whatever means necessary in order to provide appropriate and requested service, irrespective of the type of approved equipment

utilized by the Contractor. In particular, gutters and drainage channels shall not be allowed to accumulate debris to the extent that water is obstructed and impeded from reaching intended drainage inlets.

- C. The Contractor shall provide sufficient water for the street sweeping equipment necessary to comply with the Agreement and to assure that the curb and gutter are left in a clean condition and the amount of dust during the sweeping is kept to a minimum.
- D. The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.
- E. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours.
- F. No work will be permitted on major streets between the hours of 7:00 a.m. - 8:30 a.m. and 4:00 p.m. - 7:00 p.m., except for emergency call-out services. Major streets are defined as Imperial Highway, Florence Avenue, Telegraph Road, Slauson Avenue and Washington Boulevard.

Disposal of Sweepings and/or Debris

- A. The Contractor shall be responsible for the cost of disposal of all sweepings and debris.

Service Inspection and Deficiencies

- A. The Contractor must employ sufficient personnel to perform all work as scheduled and approved by Contract Administrator. All work shall be performed in accordance with this agreement so as to maintain a pleasing aesthetic appearance.
- B. The Contract Administrator and the Contractor will meet on a mutually agreed schedule. Inspection of the areas included in the Agreement will be made by the City and Contractor. The results of each inspection will be recorded, forwarded to the Contractor and retained for reference.
- C. The Contractor is required to correct any deficiencies found by inspection and listed in a deficiency report. Said deficiencies shall be corrected within the time specified by the Contract Administrator. If work listed in the Deficiency Report is not completed, payment covering subject deficiency shall be withheld until said deficiency is corrected.
- D. The Contractor shall contact the Contract Administrator on a weekly basis for notification of deficiencies requiring correction or for changes of any type.

Damages

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.

EXHIBIT B

PARKING LOT SWEEPING SCHEDULE

PARKING LOTS

Aquatic Center	10145 Pioneer Boulevard	Sunday
Center Court	10340 Orr & Day Road	Sunday
City Hall (West Side)	11710 E. Telegraph Road	Sunday
Heritage Park (Main Lot)	12100 Mora Drive	Wednesday
Heritage Park (North Lot)	12100 Mora Drive	Wednesday
Lake Center School (South Lot)	11641 E. Florence Avenue	Sunday
Lake Center School (Basketball Court)	11641 E. Florence Avenue	Sunday
Library (South Side)	11700 E. Telegraph Road	Sunday
Little Lake Park (North Lot)	10900 Pioneer Blvd	Wednesday
Little Lake Park (South Lot)	10900 Pioneer Boulevard	Wednesday
Los Nietos Park	11155 Chatsworth Road	Sunday
Municipal Services Yard (Interior)	12636 Emmens Way	Wednesday
Neighborhood Center	9255 S. Pioneer Blvd	Wednesday
Santa Fe High School	10400 Orr & Day	Sunday
Santa Fe Athletic Field	9720 Pioneer Blvd	Wednesday
Santa Fe Springs Park	10068 Cedardale Drive	Wednesday
Town Center Hall/Post Office	11740 E. Telegraph Road	Sunday

EXHIBIT C

STREET SWEEPING SCHEDULE

Week 1

Monday Commercial & Industrial – Imperial Hwy to Southern City Limit, West City Limit to East City Limit

Tuesday Residential Streets & Alleys

Wednesday Municipal Services Yard, and Fulton Wells

Thursday Residential Streets and Alleys

Friday Commercial & Industrial – Telegraph Rd to Imperial Hwy, West City Limit to East City Limit

Week 2

Monday Commercial & Industrial – Telegraph Rd to Northern City Limit, West City Limit to East City Limit

Tuesday Residential Streets and Alleys

Wednesday Municipal Services Yard, and Fulton Wells

Thursday Residential Streets and Alleys

Friday Citywide Raised/Painted Medians and Major Intersections

EXHIBIT D

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage and to be endorsed to include pollution liability (written on form CA9948 or its exact equivalent). If such endorsement is not available, then a stand-alone Transportation Pollution Liability policy is required.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for

workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

EXHIBIT “B”

FIRST AMENDMENT

**FIRST AMENDMENT TO
CITY OF SANTA FE SPRINGS
CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT
WITH
NATIONWIDE ENVIRONMENTAL SERVICES**

This First Amendment ("First Amendment") to that certain Citywide Street and Parking Lot Sweeping Services between the City of Santa Fe Springs, a California municipal corporation ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor") is entered into and effective as of the 1st of August 2023 ("Effective Date"). The City and the Contractor are sometimes hereinafter referred to jointly as "Parties" and each as a "Party".

RECITALS

- A. The Parties entered into the agreement for street sweeping services for the City of Santa Fe Springs on July 1, 2020, which was effective July 1, 2020, for the purpose of retaining the services of Contractor to provide street sweeping services to the City (hereinafter "Master Agreement").
- B. On or about September 5, 2023, the City Council approved to amend the Master Agreement pursuant to the terms of this First Amendment as set forth herein.
- C. The Master Agreement and the First Amendment are collectively referred to as the "Agreement."
- D. The First Amendment is authorized pursuant to Section 21 of the Master Agreement.
- E. The Parties wish to make certain amendments to the Master Agreement as set forth in this First Amendment that include, among other things, extending the Term, increasing the Monthly Contract Sum, CPI increases, updating hourly wage rates, adding a fuel provision, and tipping fee, and otherwise updating provisions of the Master Agreement as set forth in this First Amendment.

NOW, THEREFORE, in the consideration of the mutual covenants and conditions set forth herein, the Parties desire to amend the Master Agreement as set forth in this First Amendment as follows:

1.0 AMENDMENTS TO AGREEMENT.

1.1 SECTION 1. TERM is hereby amended to read in its entirety as follows:

The term of this Agreement, as Amended by this First Amendment, shall be for a period of seven (7) years commencing on the 1st day of July 2023, and shall remain in effect for a period of seven (7) years, expiring on June 30, 2030 ("Term").

The Term of the Agreement shall be automatically extended for a period of seven (7) years beginning July 1, 2030 ("Extended Term"), in the event the City fails to provide written notice to the Contractor on or before January 1, 2030, of the City's intent not to extend the Term and its intent to terminate the Agreement at the close of business on June 30, 2030. At any time beginning July 1, 2029, through December 31, 2029, the City may also extend the Term of the Agreement by providing written notice to the Contractor of the City's intent to exercise its right to the Extended Term.. The Extended Term of this Agreement shall be on the same terms and conditions as set forth in the Master Agreement, as amended by this First Amendment and any subsequent amendments between the City and the Contractor during the Term.

1.2 SECTION 5. PAYMENT Section A is hereby amended to read in its entirety as follows:

5. PAYMENT.

A. (1) Effective August 1, 2023, the City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$21,744.92 ("Monthly Contract Sum"). Effective July 1, 2024, City agrees to increase the Monthly Contract Sum by \$3,750.00 plus increases in the Annual Consumer Price Index ("CPI") as set forth in Section 5 A(2); and on July 1, 2025, City agrees to further increase the Monthly Contract Sum by an additional \$3,750.00 monthly plus increases in the CPI as set forth in Section 5 A(2) . Every year thereafter during the Term of this Agreement, including any Extended Term, the Monthly Contract Sum will increase annually by the amount of the increase in CPI as stated below.

(2) Beginning on July 1, 2024, and on each July 1 thereafter during the term of this Agreement, including any Extended Term, the Monthly Contract Sum provided in this Section shall be automatically adjusted, in an amount equal to the greater of the increase in the Consumer Price Index ("CPI"), plus any other increases provided for in Section 5 A(1) of this Agreement, or three percent (3%), whichever is greater. For avoidance of doubt, in the event the CPI increase in any period is less than three percent (3%), Contractor shall be entitled to a minimum 3% increase or a CPI increase whichever is greater (plus any other increases provided for in Section 5 A(1) of this Agreement, if any). The parties agree that the CPI adjustment shall be calculated by using the February Consumer Price Index, for the services provided pursuant to this Agreement for Los Angeles, Riverside, and Orange Counties Metropolitan areas, published by the United States Department of Labor, Bureau of Labor Statistics.

1.3 SECTION 5. PAYMENT is hereby further amended to add the following Section D Fuel Price Adjustment as follows:

5. PAYMENT.

D. Fuel Price Adjustment

Contractor, in providing street sweeping services to City, agrees to utilize compressed natural gas ("CNG") fueled street sweeping vehicles. It is agreed by the parties that a portion of the monthly cost to be paid by City to Contractor for services rendered include the monthly cost of CNG fuel. City and Contractor agree that Contractor is entitled to be reimbursed for the total monthly CNG cost actually incurred by Contractor for providing street sweeping services pursuant to this Agreement in addition to the Monthly Contract Sum.

Should CNG fuel prices increase above \$5.95 ("Base Fuel Price") per gallon in any single month, Contractor's Monthly Contract Sum shall be adjusted monthly to include an amount equal to such increase above the Base Fuel Price amount of the actual average CNG fuel costs per gallon paid by Contractor multiplied by the average Monthly Gallon Amount of 1,077.0 ("Monthly Gallon Amount") gallons.

For the purposes of this section, Contractor shall provide to the City monthly proof of the average price of CNG fuel at Clean Energy stations within the Los Angeles Basin or other similar alternate CNG fuel provider as selected by Contractor.

1.4 SECTION 5. PAYMENT is hereby further amended to add the following Section E Tipping Fee Adjustment as follows:

5. PAYMENT.

E. Tipping Fee Adjustment.

During the Term (including any Extended Term) of this Agreement, should the tipping fees paid by Contractor increase at the Puente Hills Landfill or any other comparable Landfill/MRF from the tipping fee per ton of \$81.73 ("Tipping Fee"), Contractor shall notify City of such increased fees, and the Monthly Contract Sum due to Contractor shall be increased as follows:

Step #1: $(79 \text{ (average monthly tonnage) tons of street sweeping material deposited per month}) \times (\text{Increase in tipping cost per ton}) = \text{Tipping Fee Adjustment}$

Step #2: Add the Tipping Fee Adjustment calculated in step #1 to the Monthly Contract Sum to obtain the new total Monthly Contract Sum including Tipping Fee Adjustment due to Contractor. The Monthly Contract Sum as adjusted for the Tipping Fee Adjustment shall continue to be the Monthly Contract Sum until it is further adjusted as provided for in this Agreement.

For example, should the price of the tipping fees paid by Contractor increase to \$100.00 per ton, Contractor would increase the Monthly Contract Sum as follows: \$18.27 (increase per ton) x 79 (average monthly tonnage) = \$1,443.33 increase per month in the Monthly Contract Sum.

1.5 SECTION 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE Section A is hereby amended to read as follows:

6. SUSPENSION OR TERMINATION OF AGREEMENT.

A. The City Council may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least six months' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City Council suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

1.6 SECTION 17. ASSIGNMENT is here by amended to read in its entirety to read as follows:

17. ASSIGNMENT.

The experience, knowledge, capability, and reputation of Contractor, its principals, and employees, were a substantial inducement for the City to enter into this Agreement and First Amendment. Therefore, Contractor shall not contract with any other entity or subcontractor to perform in whole or in part the services required hereunder without the express written approval of the City Council. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the written approval of the City Council, which shall not be unreasonably withheld. Any attempt by the Contractor to assign or transfer this Agreement or any interest herein without the City Council's prior written approval shall be void and of no effect. For the purposes hereof, an assignment shall be deemed to include a change in any person or entity that is controlling shareholder of Contractor, or any merger or dissolution of Contractor. Notwithstanding the above, Contractor may assign or transfer its controlling shareholder interest to a person who is a member of the Samuelian Family by birth or marriage, or to trust for the benefit of a person who is a member of the Samuelian family by birth or marriage, without the prior approval of the City Council.

1.7 EXBHIIT A SCOPE OF SERVICES, SECTIONS J. AND K. are hereby amended in their entirety to read as follows:

EXHIBIT A – SCOPE OF SERVICES.

J. Extra Sweeping – Emergency: There shall be a two-hour maximum response time for emergency sweeping after requested by the Contract Administrator. Emergency sweeping shall be paid at a rate of \$175.00 per hour for actual time spent in the city performing the emergency work. This hourly rate is subject to annual CPI increases as set forth in the Agreement, as amended by this First Amendment.

K. Extra Sweeping – Non-Emergency: Non-emergency sweeping shall take place no later than the same or next business day after requested by the Contract Administrator. Non-emergency sweeping shall be paid at a rate of \$150.00 per hour for actual time spent in the City performing non-emergency work. This hourly rate is subject to annual CPI increases as set forth in the Agreement, as amended by this First Amendment.

1.8 SECTION 28. FORCE MAJEURE is added to the Agreement as follows:**28. FORCE MAJEURE.**

The time period specified for performance of the services rendered under this Agreement, and other time periods set forth in this Amendment, as amended, shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God or any public enemy, acts of Government, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency, terrorist acts, and unusual severe weather if the Contractor shall, within fourteen (14) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay.

1.9 SECTION 29. AFFIRMATION OF AGREEMENT, is added to the Agreement, to read in its entirety as follows:

City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, except as expressly amended by this First Amendment. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided in this First Amendment. Each party represents and warrants to the other that the Agreement is currently effective, constituting valid and binding obligations, except as expressly amended by this First Amendment. Except as expressly amended herein, all of the terms and conditions of the Master Agreement, as amended by this First Amendment, shall remain in full force and effect and are ratified by each Party. The First Amendment and the Master Agreement contain the entire Agreement of the Parties with respect to the subject matter hereof, and

supersedes all prior negotiations, understandings, or agreements. The Parties agree that if any provisions of this First Amendment conflict with the Master Agreement, then the provisions of this First Amendment shall prevail.

If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Contractor represents and warrants to City that, as of the date of this First Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time of the giving of notice, or both, would constitute a material default under the Agreement.

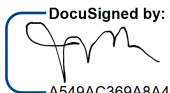
City represents and warrants to Contractor that, as of the date of this First Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time of the giving of notice, or both, would constitute a material default under the Agreement.

2. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this First Amendment on behalf of the parties warrants and represents that they have the authority to execute this First Amendment on behalf of said parties and has the authority to bind the parties to the provisions of this First Amendment.

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

CITY OF SANTA FE SPRINGS

DocuSigned by:

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Juanita Martin, Mayor

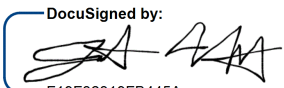
CONTRACTOR

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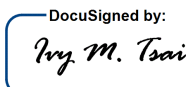
Ani Samuelian, President

ATTEST:

DocuSigned by:

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Janet Martinez, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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Ivy M. Tsai, City Attorney



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS – AWARD OF CONTRACT

DATE: May 20, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to Sequel Contractors, Inc. of Santa Fe Springs, California in the amount of \$1,136,100 for the construction of the Stage Road and Iseli Road Street Improvements and authorize the City Manager to execute the agreement; and
- 2) Release \$1,737,800 of Utility Use Tax (UUT) Funds previously appropriated in Account PW250102 for the Stage Road and Iseli Road Street Improvements Project; and
- 3) Appropriate \$1,737,800 from the Measure SFS Fund for the Stage Road and Iseli Road Street Improvements Project to Account PW250102; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Stage Road and Iseli Road Street Improvements is a project included in the 2022-2025 Capital Improvement Program (CIP). On September 3, 2024, the City Council authorized an appropriation of \$1,737,800 in UUT Funds for the project with the understanding that the City would seek reimbursement from the Los Angeles County Metropolitan Transportation Authority (LACMTA) as defined in the Cooperative and Funding Agreement (Coop Agreement) for the Rosecrans/Marquardt Grade Separation Project. Under the terms of the Coop Agreement, LACMTA may reimburse the City up to \$2,000,000 for the cost of betterments related to the project once the final project

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 20, 2025
Stage Road and Iseli Road Street Improvements – Award of Contract

Page 2 of 4

accounting is completed and the amount of excess available project funds is determined. LACTMA is in the process of completing the final project accounting.

The final inspection of the Rosecrans/Marquardt Grade Separation Project revealed deficiencies in the landscaping and several other improvements and LACMTA has indicated that they have no plans to correct these deficiencies as part of the project. The City is currently coordinating with LACMTA on the availability of the \$2,000,000 in betterment funds and, if available, staff recommends utilizing these funds to correct the aforementioned deficiencies, in lieu of using them for pavement improvements.

Therefore, staff recommends that the initial appropriation of \$1,737,800 from UUT Funds be released and returned to the UUT Fund. An equal appropriation of \$1,737,800 is recommended from the Measure SFS Fund to fund the project. Below is the total project cost breakdown:

Street Improvements (Stage Road and Iseli Road)

Item:	Estimated Project Costs	
Construction	\$	1,136,100
Design	\$	112,800
Engineering	\$	108,000
Inspection	\$	130,000
Contingency	\$	250,900
Total Estimated Project Cost:	\$	1,737,800

BACKGROUND

The proposed street improvement project focuses on two segments: Stage Road (from 760 feet northwest of Iseli Road to 250 feet northwest of Valley View Avenue) and Iseli Road (from Rosecrans Avenue to Stage Road) as shown in Attachment B. For Iseli Road, the plan involves grinding two inches of the existing asphalt pavement and overlaying it with two inches of fiber-reinforced asphalt. In contrast, Stage Road will undergo a more extensive total reconstruction, including the removal of fourteen inches of existing asphalt and base material, followed by the installation of fiber-reinforced asphalt on a crushed aggregate base. Additionally, the project will include the construction of an asphalt dike along Stage Road adjacent to the railroad to address drainage issues. It will also involve the removal and replacement of damaged curb and gutter, cross gutters, sidewalk, curb ramps, and driveways as necessary.

The proposed new paving sections will eliminate potholes, support heavy repetitive loads generated by trucks/vehicles, increase pavement service life, and allow for a smooth riding roadway.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 20, 2025
Stage Road and Iseli Road Street Improvements – Award of Contract

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ANALYSIS

On September 3, 2024, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bids was advertised on April 9, 2025, in accordance with the California Public Uniform Construction Cost Accounting Commission guidelines for formal bidding.

A total of six bids were received on May 1, 2025. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was Sequel Contractors, Inc. of Santa Fe Springs, CA with a bid totaling \$1,136,100. The tabulated bid results are as follows:

Company Name	Audited Bid	Formal Bid Submitted
1. Sequel Contractors, Inc.	\$1,136,100.00	\$1,136,100.00
2. Toro Enterprises, Inc.	\$1,219,264.50	\$1,219,264.50
3. Terra Pave, Inc.	\$1,223,450.00	\$1,223,450.00
4. Hardy & Harper, Inc.	\$1,245,000.00	\$1,245,000.00
5. R.J. Noble Company	\$1,297,632.00	\$1,297,632.00
6. Onyx Paving Company, Inc.	\$1,321,000.00	\$1,321,000.00

The bid proposal submitted by Sequel Contractors, Inc., in the amount of \$1,136,100, is approximately 22% below the Engineer's Estimate of \$1,450,000 and is acceptable.

The Department of Public Works has reviewed the bids and determined the low bid submitted by Sequel Contractors, Inc. to be responsive and responsible.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Stage Road and Iseli Road Street Improvements Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility (existing highways and streets are included examples).

DISCUSSION

These street improvements will improve the structural condition of the existing street segments, enhance traffic operations, and reduce future maintenance costs.

SUMMARY/NEXT STEPS

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

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 20, 2025
Stage Road and Iseli Road Street Improvements – Award of Contract
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ATTACHMENTS:

- A. Contract Agreement
- B. Stage Road and Iseli Road Location Map

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AGREEMENT FOR CONSTRUCTION
STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS
CONTRACTOR'S NAME**

This Agreement for Construction ("Agreement") is entered into on this day of , 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City") and SEQUEL CONTRACTORS, INC. a California Corporation, 13546 Imperial Highway, Santa Fe Springs, CA 90670, State Contractor's License No. 610600, ("Contractor"). Hereinafter, the City and the Contractor may be referred to collectively as the "Parties." The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work which is covered in the Contractor's Bid Proposal (the "Work), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

- a. Permits from the City's Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
 - Exhibit "A"** – Workers Compensation Certification
 - Exhibit "B"** – Performance and Payment Bonds
 - Exhibit "C"** – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
 - Addendum No. 1, issued April 29, 2025, 2 pages.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2025-01 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.
- f. Special Provisions, General Specifications and Standard Specifications.

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

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

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

ARTICLE 2 - SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of One Million One Hundred Thirty-Six Thousand One Hundred Dollars (\$1,136,100.00) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

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

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

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

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

3.5 Payment Procedures.

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

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

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

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

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

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

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

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

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

ARTICLE 4 – TIME FOR PERFORMANCE

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

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Fifty (50) working days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

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

ARTICLE 6 – CLAIMS AND DISPUTES

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

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

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

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

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

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

ARTICLE 8 – BONDS

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

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

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

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

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

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

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

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

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

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

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

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

ARTICLE 12 – PREVAILING WAGES

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

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

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

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

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

ARTICLE 13 – MISCELLANEOUS

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

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

City

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

Contractor

Sequel Contractors, Inc.
Attn: Thomas S. Pack, President
13546 Imperial Highway
Santa Fe Springs, CA 90670

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement,

including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page.]

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

SEQUEL CONTRACTORS, INC.

By: _____
René Bobadilla, City Manager

By: _____
Name

Title

Attest: _____
Fernando Muñoz, City Clerk

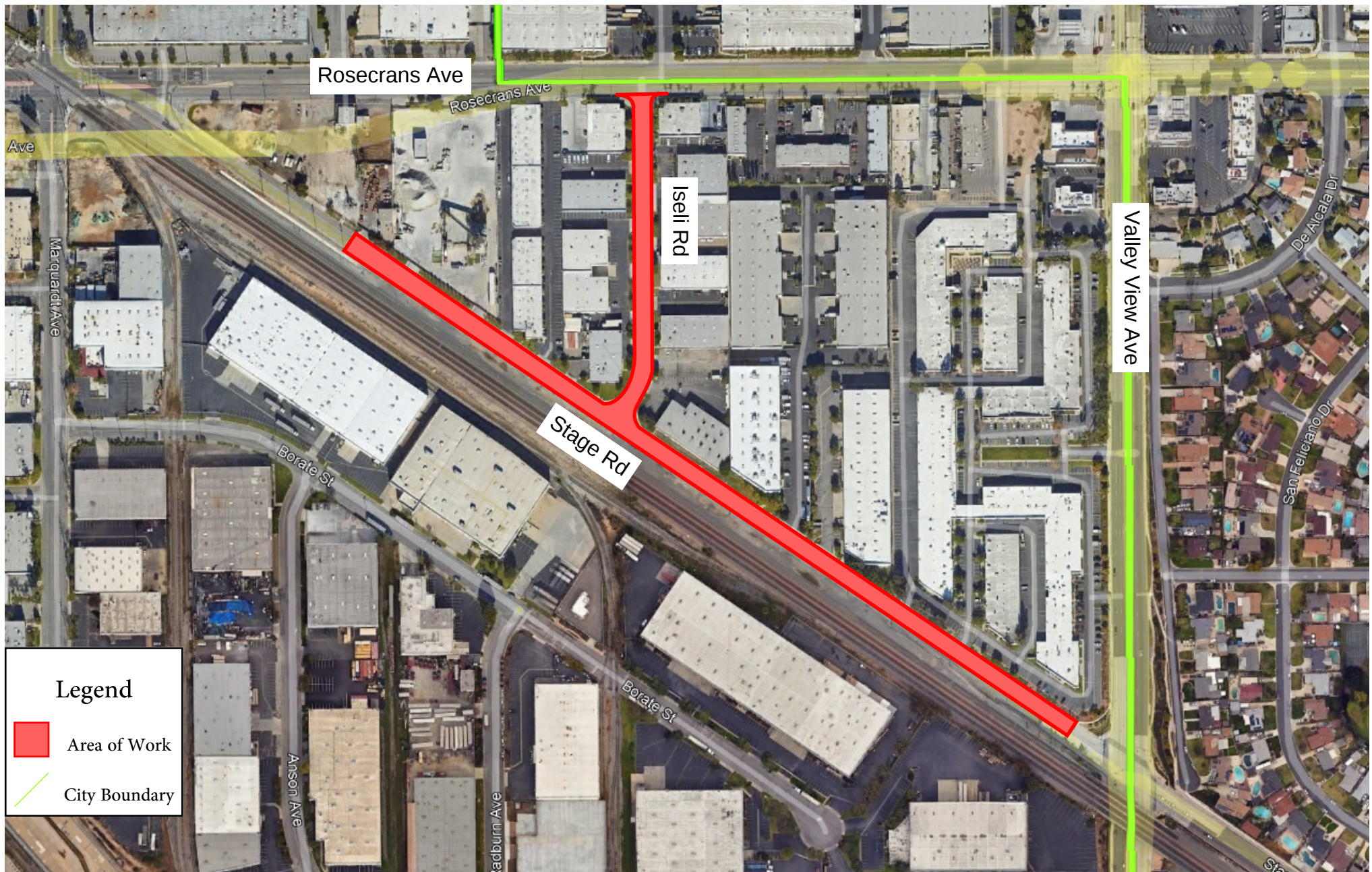
By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

Attachment B - Project Location Map





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

**SUBJECT: FIRE STATION HEADQUARTERS OFFICE RENOVATION –
ADDITIONAL APPROPRIATION OF FUNDS**

DATE: May 20, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order Nos. 1 to 19 to the contract with RAMCO General Engineering Contractors, Inc. for various unforeseen conditions and additional work in an aggregate amount of \$372,440; and
- 2) Authorize the City Manager to execute Change Order No. 20 to the contract with RAMCO General Engineering Contractors, Inc. in the amount of \$145,956 for a kitchen remodel at Fire Station No. 1 (Headquarters); and
- 3) Appropriate an additional \$450,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation (PW250007); and
- 4) Authorize the City Manager to amend the existing Purchase Order with Willscot to extend the lease on temporary Fire Administration Trailers in addition to executing a new Purchase Order for a Shower Trailer in the total aggregate amount of \$75,000: and
- 5) Take such additional, related action that may be desirable.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 20, 2025

Fire Station Headquarters Office Renovation – Additional Appropriation of Funds

Page 2 of 3

FISCAL IMPACT

The Fire Station Headquarters Office Renovation project is an approved Capital Improvement Project with an approved project budget of \$1,334,000, funded entirely by the Utility Users Tax (UUT) Capital Improvement Plan Fund.

Staff recommends an additional appropriation of \$450,000 from the Utility Users Tax to cover unanticipated costs due to unforeseen conditions and added scope of work. It is anticipated that the additional recommended funding will be adequate to complete the project.

The revised project cost breakdown is as follows:

ITEM	ESTIMATED AMOUNT
Construction (<i>Interior Improvements</i>) – Total contract with RAMCO	\$ 922,709
(<i>Office Furniture</i>) - Tangram	\$ 185,000
(<i>Public Counter</i>)	\$ 60,000
(<i>Temporary Office Trailer</i>)	\$ 60,000
(<i>Wire Management</i>)	\$ 15,000
Design	\$ 50,000
Engineering	\$ 70,000
Inspection	\$ 115,000
Revised Contingency	\$ 306,291
Revised Total Project Cost:	\$ 1,784,000

PROJECT FUNDING	AMOUNT
Utility Users Tax (UUT) Capital Improvement Fund (Original project budget)	\$ 1,134,000
Additional Appropriation Utility Users Tax (UUT) (City Council approved appropriation on 4/1/2025)	\$ 200,000
Additional Appropriation Utility Users Tax (UUT) (Recommended)	\$ 450,000
Total Project Cost:	\$ 1,784,000

BACKGROUND

On January 21, 2025, the City Council awarded the construction contract for the subject project to RAMCO General Engineering Contractors, Inc. in the amount of \$404,313. The solicitation for construction bids was advertised on November 25, 2024, in accordance with the California Public Contract Code.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 20, 2025

Fire Station Headquarters Office Renovation – Additional Appropriation of Funds

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Staff recommends an additional appropriation in the amount of \$450,000 to complete the project. The additional funds will cover change order costs for multiple unforeseen changed conditions encountered during demolition and increased scope of work. The changed conditions encountered during demolition include lead/asbestos abatement, additional electrical and computer data cabling modifications, additional drywall and painting, and lighting upgrades. Additional scope of work was also identified during the project in coordination with Fire Administration staff. These are items of work that were not included in the original project scope but made sense to add to this project to avoid displacing Fire personnel again at a later date, since temporary trailers were required. Additional work included: 1) renovation of multiple restrooms; 2) renovation of the Chiefs office and restroom; and 3) a much-needed renovation of the kitchen in the Fire Suppression living quarters. Additionally, the added scope extended the duration of the project and required an extension of the rental of temporary trailers, including a trailer with temporary showers.

ANALYSIS

The additional \$450,000 in funding will be adequate to complete the project.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The completion of the Fire Station Headquarters Office Renovation project will increase office functionality and provide an aesthetically pleasing appearance.

SUMMARY/NEXT STEPS

Upon the City Council's approval of the recommended action, City staff will coordinate with the Contractor to complete the project.

ATTACHMENTS:

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **SECOND READING OF ORDINANCE NO. 1159 – AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS**

DATE: May 20, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS

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

FISCAL IMPACT

N/A

BACKGROUND

Effective January 1, 2025, Assembly Bill 2904 (“AB 2904”) requires local governments to increase public hearing noticing from ten (10) days to at least twenty (20) days before conducting a Planning Commission public hearing on a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property.

ANALYSIS

The proposed Ordinance will implement this state mandate and create local standards for public hearing notices related to zoning ordinances and zoning ordinance amendments heard before the Planning Commission. Because this Ordinance does not affect a permitted use of property and is being heard by the City Council, only ten (10) days notice was required in advance of this hearing.

ENVIRONMENTAL

At the May 6, 2025, City Council meeting, the City Council determined that the adoption of Ordinance No. 1159 was exempt from CEQA pursuant to the common sense CEQA exemption (CEQA Guidelines Section 15061(b)(3)) which provides that CEQA applies only to projects which have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382.

SUMMARY

Ordinance No. 1159 will be effective 30 days after its adoption.

ATTACHMENT(S):

- A. Ordinance No. 1159

ORDINANCE NO. 1159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS

WHEREAS, effective January 1, 2025, Assembly Bill 2904 ("AB 2904") requires local governments to increase public hearing noticing from ten (10) days to at least twenty (20) days before conducting a Planning Commission public hearing on a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property; and

WHEREAS, because this Ordinance does not affect the use of real property, only ten (10) days public notice is required in advance of City Council review; and

WHEREAS, the City finds it necessary to amend the Santa Fe Springs Municipal Code to enact provisions that comply with the new state noticing law under Government Code Section 65854.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Section 155.862 of Chapter 155 (Zoning) of Title VX (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

"Notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the city at least ten days prior to the public hearing. However, notice shall be published at least twenty days prior to the public hearing when the item to be considered is a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property."

Section 3. Section 155.863 of Chapter 155 (Zoning) of Title VX (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

"(A) At least ten days prior to the public hearing, the Director of Community Development shall cause a notice of the public hearing to be sent first-class mail to all owners.

(B) Notice in Section (A) shall be mailed at least twenty days prior to the public hearing when the item to be considered is a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property."

Section 4. Section 155.813 of Chapter 155 (Zoning) of Title VX (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

"(A) If the Commission or Council intends to revoke any permit or approval granted by said Commission or Council, written notice of the time and place of the hearing shall be sent by

registered mail to the owner or operator of the premises involved at least ten days prior to said hearing.

(B) Notice in Section (A) shall be mailed at least twenty days prior to the Planning Commission public hearing when the permit or approval can only be revoked by zoning ordinance.”

Section 5. In accordance with the California Environmental Quality Act (“CEQA”) (Pub. Res. Code § 21000 *et seq.*) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) the City Council determines that this Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), because the approval of this Ordinance does not authorize specific physical improvements or developments, and future projects would be subject to environmental review under CEQA. Therefore, it can be seen with certainty that the adoption of this Ordinance would not result in direct or indirect environmental impacts and would not have a significant effect on the environment.

Section 6. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 7. If any section, subsequent subdivision, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more section, subsections, phrases, or clauses may be declared unconstitutional or invalid.

Section 8. This Ordinance shall take effect thirty (30) days after its final passage by City Council, after which the City Clerk of the City of Santa Fe Springs shall certify the same be published in the same manner required by law.

PASSED and ADOPTED this 20th day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ASTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando Munoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Julio Morales, Director of Finance & Administrative Services

SUBJECT: AUTHORIZE BID AWARD FOR AS-NEEDED TEMPORARY FENCING AND BARRIERS

DATE: May 20, 2025

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Authorize awarding an agreement to United Site Services of California (United) in the not-to-exceed amount of \$60,000 per fiscal year through March 31, 2028; and
- 2) Authorize the City Manager to take any further necessary actions regarding this matter.

FISCAL IMPACT

Related expenditure funds will be primarily budgeted annually within the allocation for Parks and Recreation (10106110). Purchase orders will be issued as needed, and funds will not be encumbered until a specific need arises. This will remain in effect through March 31, 2028.

BACKGROUND

The Department of Parks and Recreation is responsible for scheduling City events. Occasionally, these events occur outdoors and require fencing and barriers for pedestrian and traffic control. The department is also responsible for maintaining athletic fields used for sports. When the fields need to be maintained, fencing is required to minimize foot traffic and ensure the field can be adequately treated. Both scenarios require the City to maintain agreements with contractors that can provide fencing and barriers as needed.

Authorize Bid Award for Temporary Fencing and Barriers

Page 2 of 3

DISCUSSION

A competitive bid was released to ensure that the City has access to contractors to provide the necessary items. In February 2025, the City issued the bid (RFQ No. 25-7) for As-Needed Temporary Fencing and Barriers. The bid was posted via PlanetBids on February 11, 2025. In addition to posting on the City's PlanetBids site, the notice was advertised in local newspapers and other electronic sources. Approximately 120 contractors were notified, and 15 registered as prospective bidders.

Prospective bidders were provided with details regarding a comprehensive list of required items and services. The bid closed on Tuesday, March 18, 2025. The following is a list of the bidders that responded (in alphabetical order) and their bid amount for estimated annual services:

Herc Rentals (Bonita Springs, FL)	\$256,227
Platinum Pro Portables (Newhall, CA)	\$35,705
<i>United Site Services of California (Westborough, MA)</i>	<i>\$46,530</i>

Platinum Pro Portables initially provided the lowest pricing; however, they identified that their pricing did not include some required fees. When staff asked them to provide the necessary corrections to their fees, they did not respond to the request. Multiple emails were sent to the bid point of contact beginning Thursday, April 3, 2025. As a result, the staff considers this bidder non-responsive. Staff recommends the next lowest and most responsive bidder, United.

United has previously provided services for the City and consistently does so satisfactorily. Since July 1, 2023, the City has spent approximately \$35,000 with various vendors, including United, for temporary fencing. For this agreement, staff requests \$60,000 annually in anticipation of service increases and potential price increases due to various economic factors.

Upon awarding the agreement, the City's Procurement Division will work directly with the contractors to ensure the timely delivery of items and services as needed.

SUMMARY/NEXT STEPS

Staff recommends awarding a multi-year PSA to United for temporary fencing and barriers as needed. Both contractors submitted satisfactory responses to the related bid issued by the City. If approved, staff will purchase services from each contractor as needed up to the designated annual not-to-exceed amount.

Authorize Bid Award for Temporary Fencing and Barriers

Page 3 of 3

ATTACHMENTS

- A. Bid Notifications/Results
- B. PSA – United

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

City of Santa Fe Springs**Project Participation Report for Project As-Needed Temporary Fencing and Barriers - Delivery, Installation, and Removal (RFQ 25-7)****Issued on 02/11/2025****Bid Due on March 18, 2025 2:00 PM (PDT)**

Vendor Name	Notified	Prospective Bidder	Bidder	Bid Amount	Local
1st Jon Inc		X			
ABC Playground Safety	X				
AECTivity	X				
AJK Communications	X				
ALISTO ENGINEERING GROUP	X				
ANCON MARINE	X				
Action Duct Cleaning Company	X				
Advanced Chemical Transport	X				
Advantage Event Solutions	X				
Affordable Portables LLC	X				
Afrd Inc. dba Affordable Signs	X				
All-Phase Electric Supply	X				
Ameresco, Inc.	X				
Arcadia Translation	X				
Atomic D	X				
BC Rentals	X				
Bainbridge Environmental Consultants Inc.	X				
Bid America		X			
Bread & Water Landscape LLC	X				
Brim Telecom	X				
C&NF Enterprises LLC dba: Bio-One of Orange	X				
CMG Alliance	X				
California Labor Solutions LLC	X				
Cheyne Burris Inc	X				
Construction Bid Source	X	X			
Construction Management Partners Group, Inc.	X				
Convergint Technologies	X				
Cumming Management Group, Inc.	X				
D&S Security	X				
DeKeyser Investments Inc. DBA Beach Air	X				
Deltek		X			
Dewberry Engineers Inc.	X				
Dexterra Services LLC	X				
EL MONTE RENTS, INC	X				X
Elevators Etc	X				

Eligico Technology	X				
Elite Business Strategies, LLC	X				
Elizabeth Bacher Photography	X				
Entram Corp	X				
Everbridge, Inc.	X				
FABOW Software Services	X				
FERGUSON ENTERPRISES, LLC			X		
Fortech Solutions Inc	X				
Gateway Science and Engineering	X				
Go-Staff	X				
Golden Phoenix Construction Company Inc			X		
Goodwill Southern Los Angeles County	X				
Got Guard Security	X				
Greenway Solid Waste and Recycling, Inc.	X				
Harris Steel Fence Co			X		
Hasa Inc.	X				
Health Science Associates	X				
Helpline Youth Counseling, Inc.	X				
Herc Rentals Inc.			X	X	\$256,227.00
Hubstar International Technologies	X				
INTRATEK COMPUTER INC	X				
Intelesy	X				
Intelligent Fire Systems & Solutions, Inc.	X				
Inter-Con Security Systems, Inc.	X				
Intuity Management Solutions	X				
JHOG Design & Development, INC.	X				
Johnson Controls Inc.	X				
Jones-Walbaum Corporation	X				
KCBEX			X		
Kleanli.com	X				
Knowland Construction Services	X				
L.A. Grinding Company	X				
LED Lighting Solutions	X				
Lead Pursuits LLC			X		
Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA)	X				X
Los Angeles Fencing Co.			X		
Loss Prevention Systems, Inc.	X				
Mar-co Equipment Company	X				
MavenX Technology Solutions	X				
Milliman Inc.	X				
NR Development, Inc.	X				

Nascent Networks	X					X
North Star Alliances	X					
Office1	X					
Okapi Architecture Inc.	X					
P&W PAINTING INCORPORATED	X					
PERCEPTIV	X					
PRIME DVBE, LLC	X					
PWXPress	X	X				
Pacific Coast Elevator Corporation	X					
Pacific Office Automation	X					
Pacific Resources Services Corporation.	X					
Platinum Pro Portables, Inc.		X		X	\$35,705.00	
Pooja	X					X
Premier Cabling Solutions	X					
Premier Fiesta Mexicana Steak & Seafood House, Inc.	X					
Q Document Solutions	X					
RADgov, Inc.	X					
REM CUSTOM BUILDERS INC	X					
RMI International Inc.	X					
Red Beach Advisors	X					
Regiment Security Partners: Allstate Security	X					
RightSource Digital Services, Inc.	X					
SCANPH	X					
STEM Consutlants Inc	X					
Safety Compliance Services LLC	X					
Santa Monica Notary & Live Scan	X					
Savior Security Services	X					
Scope Services, Inc.	X					
Securitas Technology Corp	X					
SmartRise Elevator Servcie Inc	X					X
Stability Technology Partners LLC	X					
Strange Paradise LLC	X					
Strategic Furniture Group	X					
Synergy Traffic Control, Inc.	X					
Tech Control Systems Inc	X					
Terracon Consultants Inc	X					
The Kepler Group, Inc.	X					
The Management Authority, Inc. dba Construction Clean Up Company DBE/SBE	X					
The Shredders	X					
TierFive Inc.	X					
Tri-Signal Integration, Inc.	X					

Trinus Corporation	X				
UBEO Business Services	X				
UNIVERSAL WASTE SYSTEMS	X				X
United Site Services of California, Inc	X	X	X	\$46,530.00	
Urban Choice Builders Inc.	X				
Urban Graffiti Enterprises, Inc.	X				
Valley Cities Gonzales Fence inc		X			
Vector Resources, Inc. dba VectorUSA	X				
Venture Construction & Management	X				
Viking Staffing CA LLC	X				
W J Thompson Enterprises, Inc., DBA Downey Party Rentals	X				X
WestLAND Group, Inc.	X				
Wiz Kid Tutor	X				
Woods Maintenance Services, Inc.	X				
waterTALENT LLC	X				
TOTALS	120	15	3		7

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
UNITED SITE SERVICES OF CALIFORNIA, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of May 20, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and United Site Services of California, Inc., a Massachusetts Corporation ("Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably, as appropriate.

RECITALS

WHEREAS, City requires professional consulting services for **As-Needed Temporary Fencing and Barriers** (collectively, the "Project"); and

WHEREAS, City staff has determined that Consultant possesses the experience, skills, and training necessary to competently provide such services to City; and

WHEREAS, the execution of this Agreement was approved by the City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of May 20, 2025, under Agenda Item No. _____;

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

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **March 31, 2028** ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of

performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

- A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;
- B. Consultant shall, at all times, faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement;
- C. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and
- E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. PAYMENT OF COMPENSATION

- A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00) (the "Not-to-Exceed Sum"), per fiscal year (July 1st – June 30th), during the Term of this Agreement, unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.
- B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any

additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. Following the conclusion of each calendar month, Consultant will submit to City an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. ACCOUNTING RECORDS

Consultant will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City will have the right to access and examine such records, without charge, during normal business hours. City will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work,

Consultant will deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

8. CITY'S REPRESENTATIVE

City hereby designates the City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her designee will act on behalf of the City for all purposes under this Agreement. Consultant will not accept directions or orders from any person other than the City Representative or his/her designee.

9. CONSULTANT REPRESENTATIVE

Consultant hereby designates Holland Miller, National Sector Account Manager, to act as its representative for the performance of this Agreement (the "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his/her designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

10. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably available to City staff and the City Representative at all reasonable times. All work prepared by Consultant will be subject to inspection and approval by City Representative or his or her designees.

11. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

- A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;
- B. Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the City to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the City's authorized representative;

- C. Consultant will perform all Work in a manner reasonably satisfactory to the City;
- D. Consultant will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom;
- E. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
- G. All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

12. ASSIGNMENT

The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the

qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

13. SUBSTITUTION OF KEY PERSONNEL

Consultant has represented to City that certain key personnel will perform and coordinate the Services under this agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CITY. The key personnel for performance of this Agreement are as follows: See Exhibit B.

14. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and will at all times be under Consultant's exclusive direction and control. Consultant will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

15. REMOVAL OF EMPLOYEES OR AGENTS

If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by Consultant and will not be reassigned to perform any of the Work.

16. COMPLIANCE WITH LAWS

Consultant will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

17. NON-DISCRIMINATION

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. INDEPENDENT CONTRACTOR STATUS

The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant will have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

19. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth

in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

20. INDEMNIFICATION

- A. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.
- B. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
- C. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Section, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- D. The obligations of Consultant under this Section will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.
- E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in

the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- F. City does not and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- G. This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

21. TERMINATION WITHOUT CAUSE

City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 22, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 25, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 22, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

22. EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party

alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth herein, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. Consultant will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of City's issuance of a Default Notice for any failure of Consultant to timely provide City or City's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to City or City's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this subsection B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Subsection B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy,

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

- C. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Consultant pursuant to this Agreement will be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.
- D. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Consultant written notice of City's intent to suspend Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Consultant will be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City will operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to Consultant, the City may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Consultant, the City may extend the time of performance;

- iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. The City may exercise any other available and lawful right or remedy.

Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- G. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

23. SCOPE OF WAIVER OF DEFAULT

No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

24. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

25. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

All Documents and Data will be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant will require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data

prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

26. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and will not be disclosed by Consultant without prior written consent by City. City will grant such consent of disclosure as legally required. Upon request, all City data will be returned to City upon the termination or expiration of this Agreement. Consultant will not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

27. FALSE CLAIMS ACT

Consultant warrants and represents that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

28. PROHIBITED INTERESTS

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

29. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a

subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

30. COOPERATION; FURTHER ACTS

The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

31. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

32. NOTICES

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

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: City Clerk's Office
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To Consultant:

United Site Services
118 Flanders Road, Suite 1000
Westborough, MA 01581
Attention: Holland Miller,
National Sector Account Manager

Email - Holland.Miller@unitedsiteservices.com
Phone - 208-615-0922

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

33. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

34. GOVERNING LAW

City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

35. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

36. FORCE MAJEURE

The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of Consultant and without the fault or negligence of Consultant, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City

Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

37. AMENDMENTS; MODIFICATIONS

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

38. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

39. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

40. NO THIRD-PARTY BENEFIT

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

41. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties.

42. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

43. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

44. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

45. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

46. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

47. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signature or electronic transmittal of signatures shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Date: _____

Name: Angela Fleming
Title: Government Bid/Contract Lead
Date: _____

ATTEST:

Fernando Munoz, Deputy City Clerk

APPROVED AS TO FORM:

_____, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS



REQUEST FOR QUOTES

RFQ 25-7

As-Needed Temporary Fencing and Barriers— Delivery, Set-up, Removal

Issue Date:	Tuesday, February 11, 2025
Questions Due Date:	Thursday, March 6, 2025, at 2 pm Pacific
Proposal Due Date:	Tuesday, March 18, 2025, at 2 pm Pacific

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I. Introduction

The City of Santa Fe Springs ("City") is soliciting competitive bids from qualified contractors capable of delivering, installing, and removing temporary fencing and barriers for various projects and events following the specifications and terms and conditions identified in this Request for Quotes (RFQ).

Through this solicitation process, the city hopes to establish a minimum three (3) year purchase order/agreement with possible extension options. The City may select multiple contractors to ensure the availability and timely delivery of items when needed.

II. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast segment of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority. The City's vision statement affirms, "The City of Santa Fe Springs is a great place to live, work, and play." The mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Schedule/Timeline

- | | |
|--------------------------------|--|
| • Release Solicitation | Tuesday, February 11, 2025 |
| • Online Q&A Deadline | Thursday, March 6, 2025, 2 pm Pacific |
| • Deadline to Submit Responses | Tuesday, March 18, 2025, at 2 pm Pacific |
| • City Review of Submissions | Late March 2025 |
| • Interviews | TBD (If Necessary) |
| • Notifications to Bidders | Early April 2025 |
| • Award | Late April 2025 |

IV. Scope of Work/Specifications

The City's Department of Public Works—Maintenance Division and Department of Parks and Recreation occasionally require temporary fencing and barriers for various projects and events held within the City. For this reason, the City must retain purchase orders/agreements for related items and services when needed. The bidder(s) selected through this process are expected to furnish, deliver, install, and remove all necessary equipment, hardware, supplies, and related items.

To ensure the availability of services, the City may select multiple bidders.

The City anticipates that it may require approximately 10,000 feet of temporary fencing annually for various projects. The City may require bike rack and vehicle barriers to control pedestrian and vehicle access for events.

Fencing must be chain-link, durable, and at least six (6) feet in height. In some instances, it must be freestanding. Freestanding fence panels must be secured with appropriate stands, such as T-Stands, and shall be included every eight (8) to ten (10) feet. To prevent falling, the fencing panels must be secured to the ground by sandbags or some other weight/stabilizer.

For long-term projects, the City may require post-driven fencing, and on some occasions, privacy screens may need to be added.

Bike rack barricades should be at least 3' x 6' or equivalent. Vehicle barriers must be [Meridian Archer 1200 Mobile Barriers](#) or equivalent.

Once the project is complete, the selected Contractor must provide all materials and perform all delivery, installation/set-up, and removal.

The preferred Contractor must be able to respond within forty-eight (48) hours of receiving a service request and to emergency requests within eight (8) hours.

For a list of the items required, please visit the City's PlanetBids Portal and click the "Line Items" tab.



The Line Item list is limited to the City's commonly used items. The City may require related items that are not included on this list.

Please note that the City makes no commitment to any specific quantities during the agreement's term; actual quantities may vary depending on local needs. Quantities shown in the Line Items (PlanetBids) are annual estimates to evaluate bid results.

Delivery

All delivery locations will be within the City of Santa Fe Springs's limits. At the time of service requests, the City's point of contact will identify the location where all items must be delivered and installed, along with the date and time of delivery.

Price Changes/Adjustments

Any price changes after the initial twelve (12) month period must be negotiated with the City, but they shall not exceed the most recent available Los Angeles—Long Beach—Anaheim, CA Consumer Price Index (CPI) for all urban consumers. If prices increase beyond the CPI, the bidder must provide verifiable evidence from the product manufacturer to support a requested increase. It will be at the sole discretion of the City to accept or reject such an increase.

V. Qualifications

- The Contractor must have been in the business of providing temporary fencing and installation services for a minimum of three (3) years.
- The Contractor must have sufficient staff to respond to normal scheduled services within forty-eight (48) hours of receiving a service request and respond within eight (8) hours for emergency requests.
- Prior experience with government and/or commercial entities is preferred.
- Contractors located within the City of Santa Fe Springs are preferred; however, contractors outside of the City limits are highly encouraged to submit a response.

VI. Requirements

- Contractors must be thoroughly familiar with any applicable safety measures pertinent to their operation and shall meet or exceed those measures. This shall include, but not be limited to, Environmental Health Agency (EPA) regulations, State of California regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- The Contractor will provide all required safety signage, barricades, flashers/strobes, and other safety materials.
- All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal, state, or local law, have immediate access to all relevant safety equipment, and be trained in using that equipment.
- All vehicles used in performing services shall have proper safety signage and be fit for their intended purpose.
- Any hazardous condition or damage to City property must be immediately reported to the City's Procurement Manager or Department point of contact for the project.
- The Contractor will make every effort not to permit unsafe practices. Unsafe practices will be grounds for termination of the contract.

VII. Instructions to Bidders

Interested bidders should submit a complete bid for the items/services they can provide to the City. When preparing your submittal, please reference the list below to ensure all items have been included. All submissions must consist of the following:

- A. Cover/Introductory Letter that includes the following:
 - Business name
 - Address
 - Contact Person Name/Title
 - E-mail Address and Phone Number
 - Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)
- B. Cost Proposal (Please use the Line-Item Tab in PlanetBids to submit your pricing for the requested items. Supplemental attachments that provide additional information are acceptable)
- C. References (See Attachment A)
- D. Non-Collusion Affidavit (See Attachment B)

VIII. Process for Submitting Bids

All bids must be submitted electronically via PlanetBids. Submissions must be received by Tuesday, March 18, 2025, at 2 pm Pacific. Submissions will not be accepted after this deadline. Faxed, mailed, or e-mailed submissions will not be accepted.

To access the City's PlanetBids website, please visit:

<https://vendors.planetbids.com/portal/65093/portal-home>

Prospective bidders must register with PlanetBids before being able to view or submit a response.

IX. Inquiries/Questions

Inquiries/questions regarding this solicitation must be submitted via PlanetBids by Thursday, March 6, 2025, at 2 pm Pacific.

X. Submission Criteria

The City may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of submission; and seek and review any other information deemed pertinent to the evaluation process.

After submissions have been reviewed, discussions with prospective firms may or may not be required. An electronic notice may be sent to the bidders selected. The award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully and expeditiously, the City may negotiate with another bidder or withdraw the solicitation.

XI. Prevailing Wages (If Applicable)

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.

This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which this reference fully incorporates herein.

XII. Wage Rates for State-funded Projects/Contracts (if Applicable)

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons they employ for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations's home page, www.dir.ca.gov/dlsr/.

XIII. Standard Terms and Conditions

A. Specifications and Qualifications: Bidders shall carefully review all specifications, drawings, scopes of work, and any other bid requirements, including

but not limited to insurance, bonding, licensing, references, affidavits, certifications, etc., that may be called for in the bid documents, to ensure qualifications and submission of a responsive bid or proposal. All requirements specified in the bid documents will be made a part of any contract with the successful bidder.

- B. Questions:** Any questions concerning this bid request are to be directed in writing to the City's Procurement Manager or the person named in the bid documents electronically by the date indicated in the bid. If no specific date is indicated, questions are due no later than seven (7) calendar days before the scheduled bid submittal date. Attempts to obtain information from other City employees or representatives during the bid cycle may disqualify a bidder. Answers to such inquiries and any revision, deletion, or addition to the bid will be posted on the City's PlanetBids website. Bidders should check the website for any addendums prior to submitting their bid.
- C. Price Errors/Discrepancies:** In the event of discrepancies between totals, unit price extensions, and summaries of totals, the unit price correctly extended will control.
- D. Single or Multiple Awards:** If more than one item appears on the bid proposal form and no statement to the contrary is set forth therein, the City reserves the right to:
1. Make multiple awards based upon prices submitted; or
 2. Make one award based upon the total price of all items.
- E. Open Competition:** The City encourages all qualified business firms to submit proposals. The Department of Finance will assist by providing detailed instructions, procurement policies, and other relevant information upon request to any potential bidder seeking assistance.
- F. Federally Funded Purchases:** For projects designated as federally funded, the successful bidder will be required to certify prior to award that it has a written affirmative action program and complies with all federal, state, and local laws and regulations pertaining to affirmative action and non-discrimination.
- Vendor/contractor must also certify that they have not been disbarred and comply with any additional Federal regulations that may be indicated within the specific bid documents. When this provision is applicable to the bid, this certification shall be made on the bid form that will be provided with the bid documents.
- G. New Materials:** Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

- H. Alternates/Substitutions:** When bidding an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable the City to determine whether the proposed item is equal must accompany your bid. Vendors/Contractors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.
- I. Exceptions:** Exceptions to the City's specifications, terms, or conditions taken at the time of or after bid submittal may render the bid non-responsive and result in disqualification. Vendors/Contractors wishing to request such exceptions are requested to notify the City of such a request prior to the bid due date to allow for consideration and notification of acceptance or rejection of such request.
- J. Lowest Responsive, Responsible Bidder:** It is understood that, except as may be otherwise expressly provided in the bid documents, the award will be made to the lowest responsive, responsible bidder where the bids are for identical items or supplies, subject to the right to reject any and all bids. When bids call for articles or supplies that are similar but of different brands or make, the City may accept the bid of the bidder who submits the article or supply which, in the City's judgment, is deemed best for the City, although it may not be the lowest bid.
- K. Sales Tax/Taxes:** The City's sales tax rate is 10.5%. When submitting their response, bidders should submit their bid prices without including sales taxes. The City is exempt from Federal Excise tax.
- L. Informality or Irregularity:** The City reserves the right to waive any informality or irregularity in a bid when it is in the City's advantage and best interest to do so. It is further understood that if the bidder to whom any award is made fails to enter into an agreement in a timely manner, the award may be made to the next lowest responsible bidder, who shall be bound to perform as if he had received the award in the first instance.
- M. Discounts/Rebates:** All discounts or proposed rebates must be incorporated as reductions in the bid prices and not shown separately. The price shown in the unit price and its extension shall be used in determining the award.
- N. Payment Terms:** The City's standard payment terms are net 30 days. Payment will be made within thirty days of acceptance of goods or services and receipt of invoice, whichever occurs last. Discount payment terms may be offered; however, they will not be considered in determining lowest responsive bid award.
- O. Non-Collusion:** By submitting a bid, bidder certifies they have not divulged, discussed or compared their bid with other bidders, nor colluded with any other bidder or parties to the request for bid.

- P. Applicable Laws:** All applicable laws and regulations of the State of California, County of Los Angeles, and City of Santa Fe Springs will apply to any resulting agreement, contract, or purchase order. Bidders are responsible to comply with all Federal, State and local rules, regulations and requirements applicable to their provision of the items and/or services to the City.
- Q. Patents, Royalties, and License Fees:** Should any articles being bid be protected by patent, copyright, royalties, and/or license fees, the successful bidder shall include any such royalties or license fees in their bid price and defend all suits or claims for infringement of any patent right against the City. Successful bidder shall hold the City of Santa Fe Springs harmless from any loss on account thereof and cost and attorney's fees incurred, therefore.
- R. Quality Guaranty:** All items furnished shall be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the City. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards the vendor/contractor represents, the City shall reject same. The vendor/contractor will refund the money that has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a warranty of at least twelve (12) months on workmanship, parts, and labor.
- S. Hold Harmless and Indemnification:** The successful bidder shall agree to indemnify, defend and hold harmless the City (including its employees, officials, and representatives) from and against any and all claims of any kind or nature presented against the City arising out of vendor's/Contractor's (including employees, representatives, products and subcontractors) performance under any purchase order or agreement resulting from this bid, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.
- T. Bonding and Insurance Requirements:** Some purchases may require bonding and/or insurance. Specific requirements will be stated in the applicable bid documents. In the event bonding is needed, bonds shall be submitted in a form acceptable to the City. When work will be performed on City property, the City's standard insurance requirements (shown below) will apply, unless otherwise indicated in the bid specifications.

Commercial General Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Professional Liability or Errors and Omissions	\$2,000,000
Workers' Compensation and Employer's Liability	\$1,000,000
Cyber Liability Insurance	\$1,000,000
Tech. Professional Liability Errors & Omissions	\$2,000,000

City of Santa Fe Springs to be named as an Additional Insured. In addition, coverage shall be primary non-contributory. All policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation. Insurance policies to be in a form and written through companies acceptable to the City.

Vendors/contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed case-by-case, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

U. Addenda: Any changes, deletions, or additions to this bid solicitation will be made by addendum numbered sequentially and posted via PlanetBids.

V. Right to Reject: The City of Santa Fe Springs reserves the right to accept or reject any/all bids.

W. Extension to Other Public Agencies: The awarded bidder(s), at their discretion, may offer the prices, terms, and conditions of this bid to other public agencies with the mutual agreement of both the entity and bidder. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the awarded bidder. The City will not be held responsible for any dispute that arise as a result of such an agreement.

Please review:

Attachment A – References

Attachment B – Non-Collusion Affidavit

Attachment C – Draft Professional Services Agreement



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RFQ 25-7
As-Needed Temporary Fencing and Barriers – Delivery, Set-Up, and Removal
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____



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RFQ 25-7
As-Needed Temporary Fencing and Barriers – Delivery, Set-Up, and Removal
ATTACHMENT B – Non-Collusion Affidavit

PLEASE SUBMIT THIS NONCOLLUSION DECLARATION WITH YOUR BID DOCUMENTS/PROPOSAL

The undersigned declares:

I, _____ [your name], am a representative
of _____ [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], a _____ [city],
_____ [state].

Bidder's Name (Printed): _____

Bidder's Entity Name: _____

Bidder's Signature: _____

Bidder's Title: _____

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

This Professional Services Agreement ("Agreement") is made and effective as of November 12, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and [REDACTED] ("Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably, as appropriate

RECITALS

WHEREAS, City requires professional consulting services for [REDACTED] (collectively, the "Project"); and

WHEREAS, City staff has determined that Consultant possesses the experience, skills, and training necessary to competently provide such services to City; and

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

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

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until [REDACTED] ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for one (1) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of

performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

- A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;
- B. Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement;
- C. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and
- E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law

4. PAYMENT OF COMPENSATION

- A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed [REDACTED] Dollars (\$ [REDACTED]) per fiscal year (July 1st – June 30th) during the Term of this Agreement unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.
- B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any

additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. Following the conclusion of each calendar month, Consultant will submit to City an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. ACCOUNTING RECORDS

Consultant will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City will have the right to access and examine such records, without charge, during normal business hours. City will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

6. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, Consultant will deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

7. CITY'S REPRESENTATIVE

City hereby designates [REDACTED], City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her designee will act on behalf of the City for all purposes under this Agreement. Consultant will not accept directions or orders from any person other than the City Representative or his/her designee.

8. CONSULTANT REPRESENTATIVE

Consultant hereby designates [REDACTED], [Title], to act as its representative for the performance of this Agreement (the "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his/her designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

9. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably available to City staff and the City Representative at all reasonable times. All work prepared by Consultant will be subject to inspection and approval by City Representative or his or her designees.

10. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

- A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;
- B. Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the City to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the City's authorized representative;
- C. Consultant will perform all Work in a manner reasonably satisfactory to the City;
- D. Consultant will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom;
- E. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

- G. All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

11. ASSIGNMENT

The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

12. SUBSTITUTION OF KEY PERSONNEL

Consultant has represented to City that certain key personnel will perform and coordinate the Services under this agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative,

incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CITY. The key personnel for performance of this Agreement are as follows: [REDACTED].

13. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and will at all times be under Consultant's exclusive direction and control. Consultant will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

14. REMOVAL OF EMPLOYEES OR AGENTS

If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by Consultant and will not be reassigned to perform any of the Work.

15. COMPLIANCE WITH LAWS

Consultant will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

16. NON-DISCRIMINATION

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

17. INDEPENDENT CONTRACTOR STATUS

The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant will have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

18. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

19. INDEMNIFICATION

- A. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

- B. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
- C. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Section, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- D. The obligations of Consultant under this Section will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.
- E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- F. City does not and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- G. This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

20. TERMINATION WITHOUT CAUSE

City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 21, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 24, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 21, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

21. EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth herein, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. Consultant will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of City's issuance of a Default Notice for any failure of Consultant to timely provide City or City's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to City or City's employees or agents under this Agreement. Prior to the expiration of

the 10-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this subsection B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Subsection B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

- C. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any

undisputed sums to Consultant pursuant to this Agreement will be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.

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

Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- G. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid

sums lawfully owed to Consultant under this Agreement for completed services and tasks.

22. SCOPE OF WAIVER OF DEFAULT

No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

23. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

24. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

All Documents and Data will be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant will require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

25. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and will not be disclosed by Consultant without prior written consent by City. City will grant such consent of disclosure as legally required. Upon request, all City data will be returned to City upon the termination or expiration of this Agreement. Consultant will not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade

paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

26. FALSE CLAIMS ACT

Consultant warrants and represents that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

27. PROHIBITED INTERESTS

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

28. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from

informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

29. COOPERATION; FURTHER ACTS

The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

30. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

31. NOTICES

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

To the City:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Clerk's Office

To Consultant:

Attention:

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

32. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

33. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

34. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

35. FORCE MAJEURE

The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of Consultant and without the fault or negligence of Consultant, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

36. AMENDMENTS; MODIFICATIONS

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

37. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

38. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

39. NO THIRD-PARTY BENEFIT

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

40. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties

41. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

42. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

43. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision

in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

44. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

45. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

46. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signature or electronic transmittal of signatures shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

CONSULTANT

Fernando Munoz, Deputy City Clerk

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

Attachments:

Exhibit A

Exhibit B

Exhibit C

City's Request for Proposals

Consultant's Proposal

Insurance Requirements

EXHIBIT A
CITY'S REQUEST FOR PROPOSALS

DRAFT

EXHIBIT B
CONSULTANT'S PROPOSAL

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease), which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

**Notice Inviting Bids
City of Santa Fe Springs
Request for Quotes No. 25 - 7**

As-Needed Temporary Fencing and Barriers - Delivery, Installation, and Removal

The City of Santa Fe Springs invites bids from qualified contractors to provide temporary fencing and barriers on an as-needed basis in accordance with the terms and conditions of Request for Quotes (RFQ) No. 25 - 7.

To view the complete proposal package and associated documents, visit: <https://pbsystem.planetbids.com/portal/65093/portal-home> and click "Bid Opportunities" or <https://vendors.planetbids.com/portal/65093/bo/bo-detail/125982> to access the project directly. You can also visit the City's website and find the link on the "Bids & Proposals" webpage.

Questions/inquiries regarding this opportunity must be submitted via the PlanetBids Portal by no later than **Thursday, March 6, 2025, at 2 pm Pacific**. The City will not respond to any questions/inquires submitted after this deadline.

Please review all related documents in their entirety prior to submitting a response. Responses must be submitted electronically via the City's PlanetBids Portal by **Tuesday, March 18, 2025, at 2 pm Pacific**. Any proposals received after this deadline will be deemed non-responsive and the City reserves the right to reject the proposal.

Responses to this request will be evaluated to determine the most qualified and responsive vendors. Responses must adhere to the format and content described in the RFQ. Responses will not be evaluated unless all parts requested are submitted in a complete package.

EXHIBIT B

CONSULTANT'S PROPOSAL

Bid Results

Bidder Details

Vendor Name	United Site Services of California, Inc
Address	118 Flanders Rd
	Westborough, Massachusetts 01581
	United States
Respondee	Gov Team
Respondee Title	Government Sector Account Manager
Phone	208-615-0922
Email	govteam@unitedsiteservices.com
Vendor Type	NONE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	03/18/2025 10:49 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	419209

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
A. Cover Introductory Letter.pdf	A. Cover Introductory Letter.pdf	Cover/Introductory Letter (See Section VII. - Instruction to Bidders))
Attachment A - References_Final.pdf	Attachment A - References_Final.pdf	References (Attachment A)
D. Attachment B - Non-Collusion Affidavit_signed.pdf	D. Attachment B - Non-Collusion Affidavit_signed.pdf	Non-Collusion Affidavit (Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Temporary Fencing/Barriers (Annual Use Estimates Provided)							\$44,880.0000		
1			Chain-Link Freestanding Panels (6 Foot Height)	/Foot	4000	\$3.7500	\$15,000.0000	Yes	
2			Chain-Link Post-Driven Rolled Fencing (6 Foot Height)	/Foot	6000	\$3.2500	\$19,500.0000	Yes	
3			Privacy Mesh	/Foot	2500	\$2.7500	\$6,875.0000	Yes	
4			Bike Rack Barricades (3' x 6)	/Unit	250	\$14.0000	\$3,500.0000	Yes	
5			Anti-Vehicle Barriers (Meridian Archer 1200 Mobile Barrier or Equivalent)	/Unit	60		\$0.0000	No	USS does not carry Anti-Vehicle Barriers
6			Sandbags/Weights	/Unit	1	\$5.0000	\$5.0000	Yes	
Services							\$1,650.0000		
7			Delivery Fee (Response Within 48 Hours)	/Service	1	\$450.0000	\$450.0000	Yes	
8			Emergency/Urgent Response Fee (Response Within 8 Hours)	/Service	1	\$750.0000	\$750.0000	Yes	
9			Installation/Set-Up Fee	/Service	1	\$450.0000	\$450.0000	Yes	
10			Removal Fee	/Service	1	\$0.0000	\$0.0000	Yes	Included with Installation/setup fee

Line Item Subtotals

Section Title	Line Total
Temporary Fencing/Barriers (Annual Use Estimates Provided)	\$44,880.0000
Services	\$1,650.0000
Grand Total	\$46,530.0000

A. Cover/Introductory Letter

March 18, 2025

United Site Services of California, Inc
4511 Rowland Ave
El Monte, CA 91731

United Site Services is the nation's leading Site Services provider, leveraging a national footprint, providing the largest equipment fleet and deploying a standardized servicing methodology that ensures consistent quality and safety of on-site equipment use. For over 25 years, we have helped enable job and event site success, successfully managing the complex needs of construction, industrial, and agricultural sites, live events, government and emergency response scenarios. We are committed to transforming the Site Services industry by setting new standards in servicing equipment and customer experience and making our customers on and off-site jobs easier.

Our team understands The City's Department of Public Works—Maintenance Division and Department of Parks and Recreation require temporary fencing and barriers for various projects and events held within the City. The selected bidder will furnish, deliver, install, and remove all necessary equipment, hardware, supplies, and related items. **The City should provide trash receptacles because United Site Services' permitting regulations prohibit the hauling and disposal of trash.**

Business Name	United Site Services of California, Inc.
Address	4511 Rowland Ave, El Monte, CA 91731
Contact Person Name/Title	Matt Sweet, Account Executive
E-mail Address and Phone Number	matt.sweet@unitedsiteservices.com ; +1 714-292-2865

Whether it's a construction site, an outdoor event, or any other temporary location, United Site Services strives to provide the necessary facilities and services to support people's well-being and productivity. Our team stands ready to provide world-class products, service, and support. We offer to work closely with your personnel to ensure that your service needs are met well into the future.

United Site Services offers a range of essential temporary services to meet various needs. Here are some of the services we provide:

- **Temporary Fence:** United Site Services offers prompt temporary fence rental, delivery, and installation. Temporary fencing helps secure job sites, events, and other locations, providing safety and control.
- **Portable Restrooms:** United Site Services ensures access to clean and well-maintained portable restrooms. United Site Services offers a variety of options to suit different requirements.
- **Hand Hygiene Solutions:** In addition to portable restrooms, United Site Services provides hand washing stations and sanitizing stations. Proper hand hygiene is crucial for health and safety, especially in high-traffic areas.
- **Portable Restroom Trailers:** For larger events or extended use, United Site Services has restroom trailers equipped with amenities like sinks, mirrors, and lighting.
- **Roll-off Dumpsters:** Efficient waste management is essential. United Site Services provides roll-off dumpsters for easy disposal of construction debris, trash, and other materials.
- **Holding Tanks:** These tanks are used for waste storage and management, particularly in areas without sewer connections.
- **Temporary Power:** When power is needed at temporary sites, United Site Services offers solutions to meet those requirements.
- **Hydroflow Sanitation System:** These systems create a more sanitary and sustainable restroom experience with vacuum technology.

United Site Services' commitment to exceptional customer service and reliable solutions makes us a trusted partner for various industries, including construction, agriculture, government, emergency response, and special events. You can count on United Site Services for all your site needs! We wish our relationship, providing you with the certainty that the temporary services in your facilities are functioning at their optimum level.

Statement of Capabilities

We understand the RFP requires the following:

VII. Instructions to Bidders

A. Cover/Introductory Letter that includes the following:

- *Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)*

United Site Services is a leading provider of temporary site services in the United States. Founded in 1999, United Site Services is a privately held company that has grown exponentially into the nation's leader of temporary site services. As the largest provider of temporary site services across the country, United Site Services has the experience, equipment, personnel and servicing capabilities to meet the expectations of our customers for all of their temporary site service needs.



With over 120 locations nationwide and the largest unmatched fleet of portable sanitation equipment, United Site Services is a trusted solution that consistently provides its customers with the best quality, value, and service. We currently have an extremely diverse and energized workforce of over 4000 employees, who are empowered to provide solutions in their specialized fields every single day.

What We Offer

- Temporary Fence
- Portable Restrooms
- Portable Restroom Trailer
- Roll Off Dumpsters
- Hand Washing
- Temporary Power
- Shower Trailers
- Holding Tanks
- Other Services

We provide support to approximately 115,000 active customers coast-to-coast, across diverse industry, including a wide range of commercial



and residential construction companies, Fortune 500 companies, and Federal Government agencies such as FEMA and the Department of Defense. We partner with many federal, state, and local government agencies across the United States, including universities, municipalities, school districts, and counties.

With over 1 million services delivered every month and 2.6 million linear feet of fence installed, we are already one of the largest providers in site services in the U.S. We dominate major events like Coachella, Burning Man, F1 Racing, and the Super Bowl, and we deliver an unmatched customer experience.

Customer Sector Experience



- Construction**
 - 34,000+ Construction customers
 - 45+ states
 - Commercial and Residential
- Events**
 - 1,000+ Events customers
 - 35+ states
 - Sporting Events, Concerts & Festivals, Parties, Weddings
- Government**
 - 2,500+ Government customers
 - 30+ states
 - Military Bases, Parks, Universities, Local/State Events
- Industrial**
 - 4,000+ Industrial customers
 - 30+ states
 - Chemical Refineries, Aerospace Manufacturers, Global Energy Companies, Power Companies
- Agriculture**
 - 700+ Agriculture customers
 - 25+ states
 - Nurseries, Producers
- Emergency Response**
 - 250+ Emergency Response
 - 30+ states
 - Major Weather Events, COVID-19, Oil Spills
- Regional Customers**
 - 46K+ Regional Customers

United Site Services offers a comprehensive range of temporary fence solutions to enhance security, streamline traffic flow, and manage crowds. As the leading fence provider in the U.S., United Site Services is trusted by more top industry professionals than any other temporary site service provider. Our wide selection of solutions and products and our fast, courteous customer service provides peace of mind during all phases of your project or event. Our extensive 20+ years of industry experience includes almost all types of events and projects imaginable including skyscrapers, commercial construction, industrial maintenance, entire residential developments, home renovations, weddings, marathons, inaugurations, backyard barbecues, little league seasons, refineries, harvests, natural disasters and everything in between. We have the experience and resources to make your next event or project a success!

Customers We Serve - Servicing a Diverse Range of Sectors

- **Commercial Construction:** Skyscrapers, commercial buildings
- **Residential Construction:** Residential developments, home renovations
- **Industrial:** Maintenance, refineries, global energy companies
- **Events:** Festivals, sporting events, weddings, marathons, inaugurations, backyard barbecues
- **Emergency Response:** Natural disasters, crisis situations, pandemics

- **Agriculture:** Wholesale nursery growers, fruit and vegetable producers
- **Government:** Municipal projects, military bases, parks

We are customer centric. Our customers are at the center of all we do. United Site Services is unique and stands apart from the competition because we cover the largest footprint compared to any other site services company. The closest competitor is 1/10th our size. We have an unmatched fleet and provide each customer with a dedicated account manager and a 24/7 customer service line which provides customers with a one-call resolution. United Site Services uses QR code technology to track the movement and servicing of our assets. Our service technicians are trained in our leading **Uniform Servicing System, which** ensures consistent and safe sanitation services at every service location.

We are the industry leader in planning and deploying large-scale temporary site services. With our flexible and scalable services, we can adjust our approach to meet the changing needs of the event, and make sure to keep the restroom facilities safe and clean all day and night.

- **Project Management** - Dedicated team focused on risk management, allocation of resources, budgeting and specialists for each product
- **Reliability** - 20+ years of experience with a strong reputation providing quality service to headline events across the county
- **Equipment** - Large, diverse inventory of fence and barriers so we are always able to deliver with new investments each year so the appearance is professional and clean
- **Footprint** - Network of 120+ locations coast-to-coast,

At United Site Services, we take pride in providing top-notch temporary fence solutions that guarantee safety, security and versatility tailored to meet your specific requirements. As the nation's leading provider of temporary site solutions, we annually install enough temporary fence to stretch all the way from New York City to Los Angeles – a testament to our expertise and experience. When it comes to your next project or event, trust the leading experts in the industry. Our range of temporary fence services is equipped to handle any situation, from securing extensive construction sites to efficiently managing crowds at local events.



The United Site Services Difference

- Dedicated and skilled team: help you plan the right mix of equipment along with a high frequency service schedule - no matter your site location
- Accurate pre-bid numbers: with comprehensive proposal details to fit the unique needs of your project
- One-stop-Shop: temporary fence services can be provided with one of many additional services under one roof
- Equipment: large, diverse inventory of temporary fence so we are always able to deliver with new investments each year so fence appearance is clean and professional
- Footprint: Bid estimates available in 140+ locations, coast-to-coast, in 27 states
- Scalability: Provide estimates to serve sites of all sizes with added flexibility to grow with any project needs
- Professional Installation: Team of background-checked and drug-tested highly trained expert installers

Customizable Service Capabilities

United Site Services has the experience, equipment, personnel and servicing capabilities to meet the expectations of our customers for all their temporary site service needs. As a United Site Services customer, you will have access to our vast inventory of equipment and services we offer. We recognize every customer's needs differ and at United Site Services our professionally trained team members can assist your locations to develop an appropriate service schedule that meets your expectations. Whether it's reducing the number of vendors being used or how you receive invoices, cut out unnecessary costs by leveraging our capabilities to service your organization.



Invoicing Options

From receiving your invoices at your site address or managing them through a centralized billing process, United Site Services has a variety of invoice options to meet your needs. From consolidated invoicing to setting up invoicing on a payment platform our team is ready and capable. When it comes to managing your invoice procurement costs, selecting USS as your partner for temporary site services can assist your company save valuable time and money.



Customer Payment Portal

United Site Services Bill Pay is a secure customer portal to pay United Site Services invoices online in just a few clicks. Customers have the ability to receive electronic invoices and pay their invoices online. Payments reflect on you accounts quickly and it reduces the use of paper by switching to electronic invoices. Saving you time and money.



Single Source Solution

Managing multiple vendors to satisfy your service needs not only increases your cost, but it also consumes your valuable time. With the national footprint and vast capabilities of United Site Services you can eliminate the hassle. Our team makes it easy for you to access our coast-to-coast industry leading inventory. From

portable restrooms, hand wash stations, holding tanks, fencing to roll off dumpsters and shower trailers; we have it all. Have a location outside of our service footprint? No problem, USS can still manage your location with our strategic servicing network. Let us develop customer centric program to meet your company's needs.

Service Efficiency

United Site Services network of locations nationwide are more than capable of deploying to areas of need for both emergency and non-emergency situations. Our expansive coverage area, along with thousands of skilled employees allow us to set up infrastructure quickly. Each branch manages an inventory of equipment and products necessary to support their geographic customer base. In addition, each branch has assigned sales, operations and management teams in place to execute our customer's requirements. USS is rapidly expanding our national reach through new location openings and acquisitions.

Site Services are crucial for efficient and safe project operations and event management, but they can also present significant logistical and operational challenges. United Site Services handles the complexity and comprehensive needs of your on-site environment, ensuring a hassle-free experience and allowing you to focus on other priorities.

Going beyond merely equipment rentals, we seek to transform how Site Services are performed through a commitment to improving both the on and off-site customer experience.

We Enable Site Services Success Through:

Deep Organizational Expertise

With over two decades of experience, United Site Services has been instrumental in the success of numerous job and event sites, effectively managing the complex needs of various industries, including construction, industrial, government, agricultural, live events, and emergency response.

- **National Reach and Capacity:** With a national footprint and the largest equipment fleet in the industry, United Site Services has the capacity to meet the unique demands of any site environment, ensuring timely and efficient service delivery.
- **Comprehensive Range of Equipment:** We provide an extensive selection of equipment including portable restrooms, hand hygiene solutions, temporary fencing, trailer solutions, roll-off dumpsters, holding tanks, temporary power, and the Hydroflow sanitation system. We strive to meet all of your job site needs.
- **Best Practice Training Programs:** Our highly trained workforce leverages deep industry experience and robust training programs to support your project's success. Every employee has undergone a rigorous background check. From start to finish, we are dedicated to making your job easier and more efficient.

UNIFORM SERVICING SYSTEM

Our Fence Technicians are trained in our **Uniform Servicing System** to install and secure a variety of fence solutions, providing you with on-site peace of mind.

Audit

- Standing vs Post Driven
- Look for hazards
- Call Dig Safe, if applicable

Install & Secure

- Layout configuration and placement
- Installation
- Secure with sandbags, Big Feet weights, posted line poles, and clamps.

Verify

- Walk fence line to ensure proper installation
- Install privacy screen and/or branding



We offer a wide array of temporary fence solutions to fit your site's needs. Data sheets of the proposed products are attached at the end of this document.

Local Office Capabilities

United Site Services of California is committed to providing top-quality service. With a wealth of experience spanning decades, our team is intimately familiar with the City's equipment and service needs. Our expertise extends to managing the nuances of your permanent facilities, transitional and homeless housing, events, and the coordination between office and field personnel.

Our local **El Monte** branch, located at 4511 Rowland Ave, El Monte, CA 91731, which will support the City of Santa Fe Spring fencing project is fully staffed with a team of 35 professional service technicians, eager to provide superior customer service



Our fleet consists of 40 service and delivery trucks, meticulously maintained and operated by uniformed professionals prioritizing safety above all. Our vehicles are equipped with advanced safety features such as backup cameras, interior monitoring systems, and driving sensors to ensure the safe arrival and operation of our team at your locations and events. We strictly adhere to our safety protocols at all times.

Moreover, our staff are experts in secondary containment compliance, hold the necessary licenses, and undergo thorough background checks before joining our team, ensuring trust and reliability in every interaction.

United Site Services of California ensures that our service and delivery technicians are not only professionally attired but also equipped with the latest handheld devices to efficiently record service details with date-stamped accuracy.

As the trusted provider for the nation's largest natural disasters, our inventory boasts an unmatched range of fencing solutions. Under the leadership of **General Manager Carlos Dubon** and **Operations Manager Amir Yacoub**, our El Monte team excels in operational support and coordination. Our dispatchers and supervisors work tirelessly to assist our technicians on the field, ensuring every customer requirement is met with precision.

Our dedicated operations team, directed by Mr. Yacoub, guarantees that our technicians are fully informed for flawless service delivery. As residents and active participants in the community, our team takes immense pride in contributing to the cleanliness and sanitation of local events, reinforcing our commitment to the neighborhoods we serve.

Matt Sweet, our esteemed Account Executive, will serve as your main point of contact. With robust support from our sales director, general manager, and the comprehensive operational team, including regional leadership, Matt stands out as a seasoned Government Account professional. His 7 years of site services industry experience have honed his expertise in navigating the intricacies of government contracts, managing complex large-scale initiatives, and providing exceptional support services for municipal sites.

Carlos Jesus Gomez, our dedicated and experienced Lead Operation Coordinator, brings many years of experience in overseeing and optimizing field operations. Mr. Gomez leverages his expertise in team management, operational efficiency, and safety compliance to contribute to the success of United Site Services.

Christopher R. Cervantes - Field Operations Manager, an experienced operations leader with over a decade of success in managing engineering, production, and maintenance projects across international boundaries. Mr. Cervantes is skilled in fostering a collaborative environment, developing high-performing teams, and driving operational excellence through streamlined processes and cost-effective solutions. Proven ability to lead cross-functional teams, implement systems and procedures that enhance productivity, and ensure compliance with quality and safety standards. Experienced in managing projects from planning to execution, including equipment installations and system integrations.

Years in Business

United Site Services of California, Inc. has been in business for over 20 years. The company was registered on August 22, 2001, and started its business operations on March 30, 2004.

Normal Response Time

V. Qualifications

- *The Contractor must have sufficient staff to respond to normal scheduled services within forty-eight (48) hours of receiving a service request and respond within eight (8) hours for emergency requests.*

United Site Services of California is equipped with the necessary resources and capabilities to respond to routine service requests within 48 hours of receipt.

Emergency Response Time

V. Qualifications

- *The Contractor must have sufficient staff to respond to normal scheduled services within forty-eight (48) hours of receiving a service request and respond within eight (8) hours for emergency requests.*

United Site Services of California is equipped with the necessary resources and capabilities to respond to emergency service requests within 8 hours of receipt.

Relevant Experience

V. Qualifications

- *Prior experience with government and/or commercial entities is preferred.*

United Site Services is the premier choice for event professionals seeking temporary fences, barricades, portable restrooms, restroom trailers, and a comprehensive range of temporary site services. Our dedicated Customer Care team excels in personalizing event services to meet your specific needs, while our skilled Service Technicians ensure the timely delivery and setup of your rentals.

We have successfully partnered with numerous clients, including:

- City of Los Angeles – General Services Department
- City of Glendale
- City of Culver City
- Los Angeles Unified School District – Relocatable Housing Unit Department

For more details on these references, please refer to “Attachment A – References.”

TEMPORARY FENCE YOU CAN COUNT ON

Better design, better materials, and improved manufacturing techniques make our temporary fence panels the premier and preferred choice. When it comes to safety, strength and appearance - no other fence alternatives come close.

Safer for the Public

- ▶ More secure wiring that stays in place to help protect against the dangers of unraveled, loose wires
- ▶ Can be supported with sandbag alternatives which vastly reduces general tripping hazards
- ▶ The welded rectangular wire is square shaped making the panels climb resistant

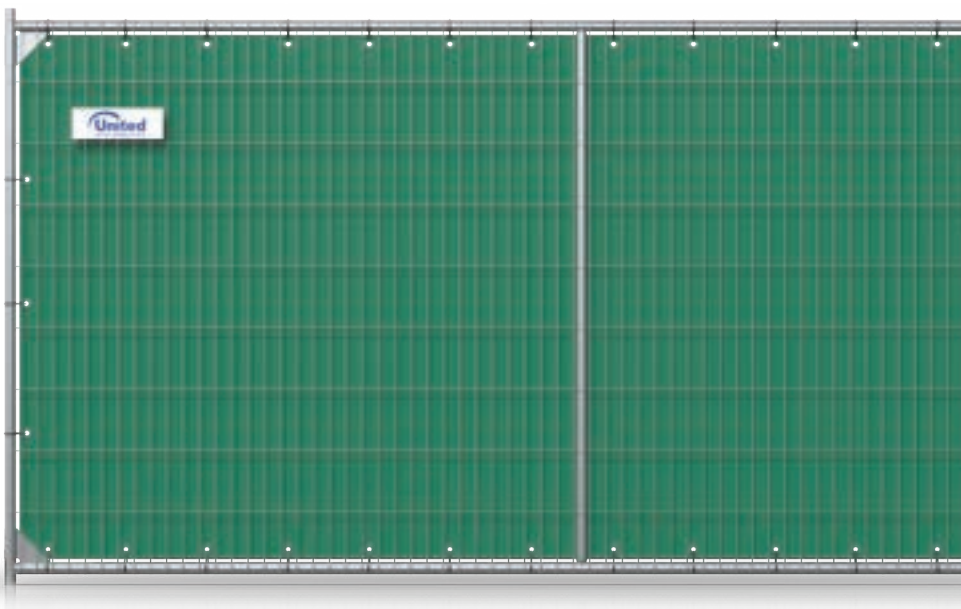
More Robust and Durable

- ▶ Incredible joint strength – up to 70% stronger than a traditional weld
- ▶ Unparalleled testing procedures – every single frame tested against up to 1100 pounds of force
- ▶ Unlike traditionally manufactured fences, each and every wire is welded to the frame to add support and durability

Professional Appearance

- ▶ Tensioned mesh gives the frames a taut and uniform appearance
- ▶ More professional looking stabilizer options for added strength
- ▶ Custom branding is available to add an extra touch to your event surroundings

6 & 8 ft. panel options available



Stabilizers for Extra Support

- ▶ Sandbag alternative which vastly reduces general tripping hazards
- ▶ Add-on stabilizer system to withstand powerful winds and weatherforce



TEMPORARY FENCE

Barricade



1.800.TOILETS
UnitedSiteServices.com

Our Barricade Temporary Fencing, also referred to as bike rack fencing or pedestrian barriers, are the leading form of temporary crowd control at large events including concerts, festivals, sporting events and more. Our Barricade Fence is constructed of durable, lightweight steel that when locked together creates a formidable barrier. Our barricade fence can be installed by our expert, background screen technicians or installed by your team.



FEATURES:

- ▶ Like-New, Durable steel barricade crowd control panels.
- ▶ Lightweight making it easy to maneuver into unique placement configurations or post delivery.
- ▶ Prompt Delivery – our skilled fence technicians can be on site for next day delivery (some restrictions apply).
- ▶ Delivery, set up and pick up performed by experienced, background checked fence technicians with the finest equipment in the industry from local branch locations near your neighborhood.



PAIRING OPTIONS*:

- ▶ Chain link panels
- ▶ Post driven fence
- ▶ Portable restrooms
- ▶ Hand wash stations
- ▶ Restroom trailers
- ▶ Shower trailers

SPECIFICATIONS*:

Height: 43"
Width: 90"
Weight: About 30 lbs./panel



We offer a wide array of temporary fence solutions to fit your site's needs.

**Options and specifications vary by region and location and may carry additional charges.*

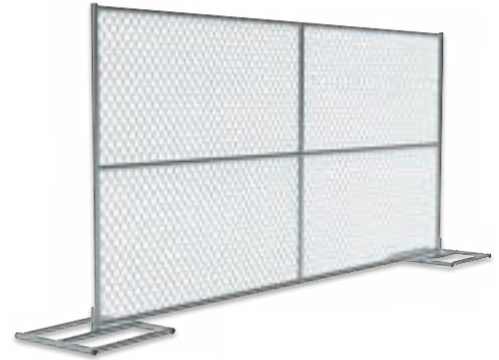
TEMPORARY FENCE

Chain Link Panel



1.800.TOILETS
UnitedSiteServices.com

Our Temporary Chain Link Panel Fencing is the perfect solution for securing your project or event site. Panel fencing helps you protect against unwanted visitors or equipment theft at construction sites and enhances crowd control at large special events. Our durable steel construction chain link fence comes in several sizes to meet your site's needs and is surfaced mounted on T-Stands, providing the least invasive temporary fence option.



FEATURES:

- ▶ Durable, heavy duty steel construction
- ▶ All hardware for connecting panels included
- ▶ Heavy-duty T-stands for mounting fence panels
- ▶ Expert installation by background screened technicians
- ▶ Easy add-on features for privacy and accessibility

OPTIONS*:

- ▶ 6' or 8' Tall Panels
- ▶ Sandbags
- ▶ Privacy / Wind Screen
- ▶ Equipment Gates
- ▶ Personnel Gates
- ▶ Post Driven Fence
- ▶ Barricade Fence

SPECIFICATIONS*:

Height: 6' or 8'
Width: 10' or 12'
Gauge: 11.5
Screen Opacity: 75%
Weight: About 73 lbs.



We offer a wide array of temporary fence solutions to fit your site's needs.

**Options and specifications vary by region and location and may carry additional charges.*



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"A great place to live, work, and play"

RFQ 25-7
As-Needed Temporary Fencing and Barriers – Delivery, Set-Up, and Removal
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Los Angeles – General Services Department

Entity Address 555 RAMIREZ ST SPC 312 LOS ANGELES CA 90012

Name of Contact Martha Medina

Telephone Number of Contact 213-928-9536

Email of Contact martha.medina@lacity.org

Project Title Various over multiple years

Date of Project Multiple event and ongoing projects over many years

Entity Name City of Glendale

Entity Address 2200 FERN LN GLENDALE CA 91208

Name of Contact GABRIELLE GOGLIA

Telephone Number of Contact 818-937-7444

Email of Contact ggoglia@glendaleca.gov

Project Title Cruise Night 2024

Date of Project July 2024

Entity Name City of Culver City

Entity Address 9770 CULVER BLVD CULVER CITY CA 90232

Name of Contact Dorian Jackson

Telephone Number of Contact 310-253-6668

Email of Contact dorian.jackson@culvercity.org

Project Title Fiesta La Ballona 2024

Date of Project August 2024



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"A great place to live, work, and play"

RFQ 25-7

As-Needed Temporary Fencing and Barriers – Delivery, Set-Up, and Removal ATTACHMENT B – Non-Collusion Affidavit

PLEASE SUBMIT THIS NONCOLLUSION DECLARATION WITH YOUR BID DOCUMENTS/PROPOSAL

The undersigned declares:

I, Jeff Dunlop [your name], am a representative
of United Site Services of California, Inc. [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 18 Mar 25 [date], a Westborough [city], Massachusetts [state].

Bidder's Name (Printed): Jeff Dunlop

Bidder's Entity Name: United Site Services of California, Inc.

Bidder's Signature: 

Bidder's Title: Vice President

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease) which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Julio Morales, Director of Finance

SUBJECT: AUTHORIZE BID AWARD FOR AS-NEEDED PORTABLE RESTROOMS AND WASHING STATIONS

DATE: May 20, 2025

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Authorize awarding an agreement to United Site Services of California (United) in the not-to-exceed amount of \$60,000 per fiscal year through March 31, 2028; and
- 2) Authorize the City Manager to take any further necessary actions regarding this matter.

FISCAL IMPACT

Related expenditure funds will be primarily budgeted annually within the allocation for Parks and Recreation (10106110). Purchase orders will be issued as needed, and funds will not be encumbered until a specific need arises. This will remain in effect through March 31, 2028.

BACKGROUND

The Department of Parks and Recreation is the primary department responsible for scheduling City events. Occasionally, these events require the use of portable restrooms and washing stations to accommodate attendees. Establishing an agreement with a qualified contractor ensures the rental, delivery, maintenance, and pick-up of necessary facilities to locations for events on an as-needed basis. Furthermore, the contract will include standard & handicap portable toilets with hand washing, restroom trailers with sinks, separate hand washing stations, and hand sanitizer stands.

DISCUSSION

A competitive bid was released to ensure that the City has access to contractors to provide the necessary items. In February 2025, the City issued the bid (RFQ No. 25-8) for As-Needed Portable Restrooms and Washing Stations. The bid was posted via PlanetBids on February 20, 2025. In addition to posting on the City's PlanetBids site, the notice was advertised in local newspapers and other electronic sources. Approximately, 110 contractors were notified and 19 registered as prospective bidders.

Prospective bidders were provided details regarding a comprehensive list of required items and services required. The bid closed on Thursday, March 27, 2025. The following is a list of the bidders that responded (in alphabetical order) and their estimated cost for the required services annually:

Affordable Portables (Paramount, CA)	\$58,928
Platinum Pro Portables (Newhall, CA)	\$21,615
<i>United Site Services of California (Westborough, MA)</i>	<i>\$44,556</i>

Platinum Pro Portables was initially the lowest bidder; however, they identified issues with their response. When staff asked them to provide corrections, they were non-responsive to multiple requests. They were provided over thirty (30) days to respond. As a result, the staff considers this bidder as non-responsive. Staff recommends selecting the next lowest, responsive bidder, United. United has previously provided services for the City and consistently does so in a satisfactory manner.

United has previously provided services for the City and consistently does so satisfactorily. Since July 1, 2023, the City has spent approximately \$50,400 with United for similar services. For this agreement, staff requests \$60,000 annually in anticipation of service increases and potential price increases due to various economic factors.

Upon awarding the agreement, the City's Procurement Division will work directly with the contractors to ensure timely delivery of items and services as needed.

SUMMARY/NEXT STEPS

Staff recommends awarding a multi-year PSA to United for portable restrooms and washing stations as-needed. United has successfully submitted a satisfactory response and agreed to the terms of the City's service agreement.

ATTACHMENTS

- A. Bid Notifications/Results
- B. PSA – United

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

City of Santa Fe Springs**Project Participation Report for Project As-Needed Portable Restrooms and Washing Stations (RFQ 25-8)****Issued on 02/20/2025****Bid Due on March 27, 2025 2:00 PM (PDT)**

Vendor Name	Notified	Prospective Bidder	Bidder	Bid Amount	Local
1st Jon Inc	X	X			
AECTivity	X				
ANCON MARINE	X				
Action Duct Cleaning Company	X				
Advanced Chemical Transport	X				
Advantage Event Solutions	X				
Affordable Portables LLC	X	X	X	\$58,928.00	
Afrd Inc. dba Affordable Signs	X				
Alpha Petroleum Transport Inc II	X				
Ameresco, Inc.	X				
AmmMm inc.	X	X			
AppleOne, Inc.	X				
Arcadia Translation	X				
Athens Services	X	X			
Atomic D	X				
Bid America		X			
Bread & Water Landscape LLC	X				
C&NF Enterprises LLC dba: Bio-One of Orange	X				
CCK Enterprises		X			
CDM Smith Inc	X				
CMG Alliance	X				
COPPER COLLAR SERVICES LLC	X	X			
California Labor Solutions LLC	X				
California Recycles Inc	X				
Calstatepipeline inc.	X				
Carla Hospitality LLC	X				
Chesed Enterprise Inc.	X				
Cheyne Burris Inc	X				
Clean Harbors Environmental Services, Inc.	X				
Concentric Health Alliance	X				
Consolidated Disposal Service, L.L.C. dba Republic Services	X				
Construction Bid Source	X	X			
Construction Management Partners Group, Inc.	X				

Corner Keystone Construction Corporation		X	
Cumming Management Group, Inc.	X		
DeKeyser Investments Inc. DBA Beach Air	X		
Deltek		X	
Demo & Abate Inc.	X		
Diamond Environmental Services LP	X	X	
Dodge Construction Network		X	
Drake & Drake LLC	X		
EL MONTE RENTS, INC	X		X
Elevators Etc	X		
Elizabeth Bacher Photography	X		
Emergency Sanitation Deployment, LLC dba Site Services of America	X		
Entram Corp	X		
FABOW Software Services	X		
Go-Staff	X		
Golden Phoenix Construction Company Inc		X	
Goodwill Southern Los Angeles County	X		
Greenway Solid Waste and Recycling, Inc.	X		
Health Science Associates	X		
Homeboy Recycling, a California social purpose corporation	X		
Hubstar International Technologies	X		
INTRATEK COMPUTER INC	X		
Intelesy	X		
Intuity Management Solutions	X		
JHOG Design & Development, INC.	X		
Johnson Controls Inc.	X		
KCBEX		X	
Key Disposal	X		X
Kleanli.com	X		
Landscape Maintenance of America	X		
Lead Pursuits LLC		X	
Los Angeles Pumping Co., LLC	X		
M- RE CONSTRUCTION INC	X		
MSW Consultants	X		
MavenX Technology Solutions	X		
Milliman Inc.	X		
North Star Alliances	X		
O.C. Vacuum, Inc.	X		X
O.C. Vacuum, Inc.	X		X

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	X				
OFRS, Inc.	X				
Okapi Architecture Inc.	X				
Owais Construction Group	X				
P&W PAINTING INCORPORATED	X				
PATRIOT ENVIRONMENTAL SERVICES, INC.	X				
PERCEPTIV	X				
PRIME DVBE, LLC	X				
PWXPress		X			
Panico Excavation Inc	X	X			
Platinum Pro Portables, Inc.	X	X	X	\$21,615.00	
Pooja	X				X
Premier Cabling Solutions	X				
Q Document Solutions	X				
RADgov, Inc.	X				
REM CUSTOM BUILDERS INC	X				
Rain for Rent	X				
Red Beach Advisors	X				
RightSource Digital Services, Inc.	X				
Safety Compliance Services LLC	X				
Santa Monica Notary & Live Scan	X				
SmartRise Elevator Servcie Inc	X				X
Stability Technology Partners LLC	X				
Star Maintenance Supply	X				
Strange Paradise LLC	X				
The Management Authority, Inc. dba Construction Clean Up Company DBE/SBE	X				
The Shredders	X				
TierFive Inc.	X				
Trinus Corporation	X				
UBEO Business Services	X				
UNIVERSAL WASTE SYSTEMS	X				X
United Pumping Service, Inc.	X				
United Site Services of California, Inc	X	X	X	\$44,555.85	
Universal E-Waste Collectors, LLC	X				
Urban Choice Builders Inc.	X				
Urban Graffiti Enterprises, Inc.	X				
Valencia's World Of Beauty LLC	X				
Valley Vista Services	X				
Venture Construction & Management	X				

Viking Staffing CA LLC	X			
W J Thompson Enterprises, Inc., DBA Downey Party Rentals	X			X
Waste Resource Technologies	X			
Wildscape Restoration	X			
Wiz Kid Tutor	X			
Woods Maintenance Services, Inc.	X			
Zusser Company, Inc.	X			
waterTALENT LLC	X			
TOTALS	110	19	3	8

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
UNITED SITE SERVICES OF CALIFORNIA, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of May 20, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and United Site Services of California, Inc., a Massachusetts Corporation ("Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably, as appropriate.

RECITALS

WHEREAS, City requires professional consulting services for **As-Needed Portable Restrooms and Washing Stations** (collectively, the "Project"); and

WHEREAS, City staff has determined that Consultant possesses the experience, skills, and training necessary to competently provide such services to City; and

WHEREAS, the execution of this Agreement was approved by the City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of May 20, 2024, under Agenda Item No. _____;

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

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **March 31, 2028** ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of

performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

- A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;
- B. Consultant shall, at all times, faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement;
- C. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and
- E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. PAYMENT OF COMPENSATION

- A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00) (the "Not-to-Exceed Sum"), per fiscal year (July 1st – June 30th), during the Term of this Agreement, unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.
- B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any

additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. Following the conclusion of each calendar month, Consultant will submit to City an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. ACCOUNTING RECORDS

Consultant will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City will have the right to access and examine such records, without charge, during normal business hours. City will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work,

Consultant will deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

8. CITY'S REPRESENTATIVE

City hereby designates the City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her designee will act on behalf of the City for all purposes under this Agreement. Consultant will not accept directions or orders from any person other than the City Representative or his/her designee.

9. CONSULTANT REPRESENTATIVE

Consultant hereby designates Holland Miller, National Sector Account Manager, to act as its representative for the performance of this Agreement (the "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his/her designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

10. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably available to City staff and the City Representative at all reasonable times. All work prepared by Consultant will be subject to inspection and approval by City Representative or his or her designees.

11. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

- A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;
- B. Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the City to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the City's authorized representative;

- C. Consultant will perform all Work in a manner reasonably satisfactory to the City;
- D. Consultant will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom;
- E. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
- G. All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

12. ASSIGNMENT

The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the

qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

13. SUBSTITUTION OF KEY PERSONNEL

Consultant has represented to City that certain key personnel will perform and coordinate the Services under this agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CITY. The key personnel for performance of this Agreement are as follows: See Exhibit B.

14. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and will at all times be under Consultant's exclusive direction and control. Consultant will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

15. REMOVAL OF EMPLOYEES OR AGENTS

If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by Consultant and will not be reassigned to perform any of the Work.

16. COMPLIANCE WITH LAWS

Consultant will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

17. NON-DISCRIMINATION

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. INDEPENDENT CONTRACTOR STATUS

The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant will have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

19. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth

in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

20. INDEMNIFICATION

- A. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.
- B. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
- C. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Section, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- D. The obligations of Consultant under this Section will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.
- E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in

the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- F. City does not and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- G. This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

21. TERMINATION WITHOUT CAUSE

City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 22, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 25, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 22, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

22. EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party

alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth herein, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. Consultant will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of City's issuance of a Default Notice for any failure of Consultant to timely provide City or City's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to City or City's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this subsection B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Subsection B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy,

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

- C. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Consultant pursuant to this Agreement will be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.
- D. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Consultant written notice of City's intent to suspend Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Consultant will be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City will operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to Consultant, the City may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Consultant, the City may extend the time of performance;

- iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. The City may exercise any other available and lawful right or remedy.

Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- G. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

23. SCOPE OF WAIVER OF DEFAULT

No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

24. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

25. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

All Documents and Data will be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant will require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data

prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

26. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and will not be disclosed by Consultant without prior written consent by City. City will grant such consent of disclosure as legally required. Upon request, all City data will be returned to City upon the termination or expiration of this Agreement. Consultant will not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

27. FALSE CLAIMS ACT

Consultant warrants and represents that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

28. PROHIBITED INTERESTS

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

29. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a

subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

30. COOPERATION; FURTHER ACTS

The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

31. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

32. NOTICES

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

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: City Clerk's Office
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To Consultant:

United Site Services
118 Flanders Road, Suite 1000
Westborough, MA 01581
Attention: Holland Miller,
National Sector Account Manager

Email - Holland.Miller@unitedsiteservices.com
Phone - 208-615-0922

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

33. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

34. GOVERNING LAW

City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

35. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

36. FORCE MAJEURE

The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of Consultant and without the fault or negligence of Consultant, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City

Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

37. AMENDMENTS; MODIFICATIONS

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

38. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

39. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

40. NO THIRD-PARTY BENEFIT

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

41. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties.

42. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

43. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

44. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

45. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

46. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

47. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signature or electronic transmittal of signatures shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Date: _____

Name: Angela Fleming
Title: Government Bid/Contract Lead
Date: _____

ATTEST:

Fernando Munoz, Deputy City Clerk

APPROVED AS TO FORM:

_____, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS



REQUEST FOR QUOTES

RFQ 25-8

As-Needed Portable Restrooms and Washing Stations

Issue Date:	Tuesday, February 25, 2025
Questions Due Date:	Thursday, March 13, 2025, at 2 pm Pacific
Proposal Due Date:	Thursday, March 27, 2025, at 2 pm Pacific

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I. Introduction

The City of Santa Fe Springs ("City") is soliciting competitive bids from qualified contractors capable of delivering, installing, and removing portable restrooms and washing stations for various projects and events following the specifications and terms and conditions identified in this Request for Quotes (RFQ).

Through this solicitation process, the City hopes to establish a minimum three (3) year purchase order/agreement with possible extension options. The City may select multiple contractors to ensure the availability and timely delivery of items when needed.

II. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast segment of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority. The City's vision statement affirms, "The City of Santa Fe Springs is a great place to live, work, and play." The mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Schedule/Timeline

- | | |
|--------------------------------|---|
| • Release Solicitation | Tuesday, February 25, 2025 |
| • Online Q&A Deadline | Thursday, March 13, 2025, 2 pm Pacific |
| • Deadline to Submit Responses | Thursday, March 27, 2025, at 2 pm Pacific |
| • City Review of Submissions | Early April 2025 |
| • Interviews | TBD (If Necessary) |
| • Notifications to Bidders | Mid-April 2025 |
| • Award | Late April/Early May 2025 |

IV. Scope of Work/Specifications

The City of Santa Fe Springs seeks bids from qualified contractors to provide portable restroom facilities and washing stations. The services requested shall include delivery, set-up, maintenance/repair (for extended use), and removal of all items as needed. Typically, the units will be used at various City-hosted events within the city limits.

Through this process, the City seeks to identify the highest-qualified bidder to provide these services. A contract/purchase order for three (3) years is being sought with potential extension options.

The City may elect to award multiple contractors to ensure the availability of services.

Specifications

- For durability, each portable toilet must be constructed of high-density polyethylene (HDPE), fiberglass, or some other equally durable material.
- Each unit must be at least seven (7) feet tall, ensuring ample space for user comfort.
- The portable toilet units listed in the schedule of bid items are defined as follows:
 - o Standard Portable Toilet: 4 ft. x 4 ft. base (or equivalent)
 - o ADA Compliant Portable Toilet: 6 ft. x 6 ft. base (with full wheelchair accessibility) (or equivalent)
 - o VIP/Trailer-Mounted 4-Bay Comfort Station (or equivalent):
 - Shall not exceed 20 ½' in length.
 - Shall include two (2) female restrooms and two (2) male restrooms; or four (4) family/gender-neutral restrooms
- Each stall must have a locking door for privacy, with easy-to-use exterior operation.
- Units must be equipped with a toilet seat, lids, and adequate ventilation.
- Units must include hand sanitizer dispensers with eco-friendly sanitizer.
- All ADA units must be ADA-compliant, featuring wider doorways and spacious interior dimensions to accommodate individuals with disabilities.
- All portable toilets must comply with applicable State and local sanitation standards.
- Each unit must be maintained following guidelines issued by the Occupational Safety and Health Administration (OSHA) to ensure worker and user safety.
- Services must comply with the American National Standards Institute (ANSI) standards for portable restroom facilities.
- Portable toilets and washing stations shall be placed on top of secondary containment pans to capture gray water and cleaning solutions during servicing and shall meet California run-off prevention regulations.

Maintenance/Cleaning Services

For units used over an extended period (one or more days), the selected Contractor must schedule regular maintenance and cleaning services.

The following provides the minimum standards for maintenance and cleaning requirements:

- All portable toilets and washing stations must be clean, free of graffiti, and in good working condition.
- Toilets and hand washing stations shall be serviced at least once daily, including weekends and holidays, unless the City approves a reduced service schedule.
- Each service visit shall include the following:
 - o Pump out waste.
 - o Remove litter/trash.
 - o Clean and disinfect both interior and exterior surfaces.
 - o Provide and replenish toilet paper, paper towels, seat covers, fresh deodorant, hand sanitizer, hand soap, and water, where applicable.
 - o Remove graffiti and/or stickers from the portable toilets and hand wash stations' interiors and exteriors.
 - o Perform necessary repairs to ensure that toilets and hand wash stations are usable and maintain user privacy where applicable.
- City staff will monitor the units for overall cleanliness and repair. Maintenance and/or cleaning requests shall be addressed within eight (8) hours for non-emergency situations and within four (4) hours for urgent/emergency requests.
- Service visits must be logged/tracked on the service log, which must include the date/time of the service and the name of the person who provided it.

For a list of the items required, please visit the City's PlanetBids Portal and click the "Line Items" tab.



The Line Item list is limited to the City's commonly used items. The City may require related items that are not included on this list.

Please note that the City makes no commitment to any specific quantities during the agreement's term; actual quantities may vary depending on local needs. Quantities shown in the Line Items (PlanetBids) are annual estimates to evaluate bid results.

Delivery

All delivery locations will be within the City of Santa Fe Springs's limits. At the time of service requests, the City's point of contact will identify the area where all items must be delivered and installed, along with the date and time of delivery.

Price Changes/Adjustments

Any price changes after the initial twelve (12) month period must be negotiated with the City, but they shall not exceed the most recent available Los Angeles—Long Beach—Anaheim, CA Consumer Price Index (CPI) for all urban consumers. If prices increase

beyond the CPI, the bidder must provide verifiable evidence from the product manufacturer to support a requested increase. It will be at the sole discretion of the City to accept or reject such an increase.

V. Qualifications/Requirement

- Minimum three (3) years of experience in delivery and servicing of portable restroom facilities which includes portable toilets, hand washing stations, and comfort stations. Experience with another public entity is preferred.
- From the start until the completion of work, the Contractor and any Subcontractors shall possess a valid Business License issued by the City.
- Must have the ability to respond within forty-eight (48) hours for regular service requests.
- The Contractor must be able to arrive within four (4) hours after the initial call back upon request for emergency delivery and cleaning services as needed.
- Have qualified personnel with prerequisite knowledge and experience in portable restroom facilities delivery services.
- Pickup requests shall be completed within twenty-four (24) hours of service cancellation (e.g., phone call, email, text message). Additional day-use charges shall not apply to units picked up after this period.

VI. Instructions to Bidders

Interested bidders should submit a complete bid for the items/services they can provide to the City. When preparing your submittal, please reference the list below to ensure all available items have been included. All submissions must consist of the following:

- A. Cover/Introductory Letter that includes the following:
 - Business name
 - Address
 - Contact Person Name/Title
 - Email Address and Phone Number
 - Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)
 - Additional Services Offered (if any)
- B. Cost Proposal (Please use the Line-Item Tab in PlanetBids to submit your pricing for the requested items. Supplemental attachments that provide additional information are acceptable)
- C. References (See Attachment A)
- D. Non-Collusion Affidavit (See Attachment B)

VII. Process for Submitting Bids

All bids must be submitted electronically via PlanetBids. Submissions must be received by Thursday, March 27, 2025, at 2 pm Pacific. Submissions will not be accepted after this deadline. Faxed, mailed, or emailed submissions will not be accepted.

To access the City's PlanetBids website, please visit:

<https://vendors.planetbids.com/portal/65093/portal-home>

Prospective bidders must register with PlanetBids before being able to view or submit a response.

VIII. Inquiries/Questions

Inquiries/questions regarding this solicitation must be submitted via PlanetBids by Thursday, March 13, 2025, at 2 pm Pacific.

IX. Submission Criteria

The City may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of submission; and seek and review any other information deemed pertinent to the evaluation process.

After submissions have been reviewed, discussions with prospective firms may or may not be required. An electronic notice may be sent to the bidders selected. The award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully and expeditiously, the City may negotiate with another bidder or withdraw the solicitation.

X. Prevailing Wages (If Applicable)

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.

This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which this reference fully incorporates herein.

XI. Wage Rates for State-funded Projects/Contracts (if Applicable)

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons they employ for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations's home page, www.dir.ca.gov/dlsr/.

XII. Standard Terms and Conditions

- A. Specifications and Qualifications:** Bidders shall carefully review all specifications, drawings, scopes of work, and any other bid requirements, including but not limited to insurance, bonding, licensing, references, affidavits, certifications, etc., that may be called for in the bid documents, to ensure qualifications and submission of a responsive bid or proposal. All requirements specified in the bid documents will be made a part of any contract with the successful bidder.
- B. Questions:** Any questions concerning this bid request are to be directed in writing to the City's Procurement Manager or the person named in the bid documents electronically by the date indicated in the bid. If no specific date is indicated, questions are due no later than seven (7) calendar days before the scheduled bid submittal date. Attempts to obtain information from other City employees or representatives during the bid cycle may disqualify a bidder. Answers to such inquiries and any revision, deletion, or addition to the bid will be posted on the City's PlanetBids website. Bidders should check the website for any addendums prior to submitting their bid.
- C. Price Errors/Discrepancies:** In the event of discrepancies between totals, unit price extensions, and summaries of totals, the unit price correctly extended will control.

D. Single or Multiple Awards: If more than one item appears on the bid proposal form and no statement to the contrary is set forth therein, the City reserves the right to:

1. Make multiple awards based upon prices submitted; or
2. Make one award based upon the total price of all items.

E. Open Competition: The City encourages all qualified business firms to submit proposals. The Department of Finance will assist by providing detailed instructions, procurement policies, and other relevant information upon request to any potential bidder seeking assistance.

F. Federally Funded Purchases: For projects designated as federally funded, the successful bidder will be required to certify prior to award that it has a written affirmative action program and complies with all federal, State, and local laws and regulations pertaining to affirmative action and non-discrimination.

Vendor/contractor must also certify that they have not been disbarred and comply with any additional Federal regulations that may be indicated within the specific bid documents. When this provision is applicable to the bid, this certification shall be made on the bid form that will be provided with the bid documents.

G. New Materials: Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

H. Alternates/Substitutions: When bidding an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable the City to determine whether the proposed item is equal must accompany your bid. Vendors/Contractors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.

I. Exceptions: Exceptions to the City's specifications, terms, or conditions taken at the time of or after bid submittal may render the bid non-responsive and result in disqualification. Vendors/Contractors wishing to request such exceptions are requested to notify the City of such a request prior to the bid due date to allow for consideration and notification of acceptance or rejection of such request.

J. Lowest Responsive, Responsible Bidder: It is understood that, except as may be otherwise expressly provided in the bid documents, the award will be made to the lowest responsive, responsible bidder where the bids are for identical items or supplies, subject to the right to reject any and all bids. When bids call for articles or supplies that are similar but of different brands or make, the City may accept the bid of the bidder who submits the article or supply which, in the City's judgment, is deemed best for the City, although it may not be the lowest bid.

- K. Sales Tax/Taxes:** The City's sales tax rate is 10.5%. When submitting their response, bidders should submit their bid prices without including sales taxes. The City is exempt from Federal Excise tax.
- L. Informality or Irregularity:** The City reserves the right to waive any informality or irregularity in a bid when it is in the City's advantage and best interest to do so. It is further understood that if the bidder to whom any award is made fails to enter into an agreement in a timely manner, the award may be made to the next lowest responsible bidder, who shall be bound to perform as if he had received the award in the first instance.
- M. Discounts/Rebates:** All discounts or proposed rebates must be incorporated as reductions in the bid prices and not shown separately. The price shown in the unit price and its extension shall be used in determining the award.
- N. Payment Terms:** The City's standard payment terms are net 30 days. Payment will be made within thirty days of acceptance of goods or services and receipt of invoice, whichever occurs last. Discount payment terms may be offered; however, they will not be considered in determining lowest responsive bid award.
- O. Non-Collusion:** By submitting a bid, bidder certifies they have not divulged, discussed or compared their bid with other bidders, nor colluded with any other bidder or parties to the request for bid.
- P. Applicable Laws:** All applicable laws and regulations of the State of California, County of Los Angeles, and City of Santa Fe Springs will apply to any resulting agreement, contract, or purchase order. Bidders are responsible to comply with all Federal, State and local rules, regulations and requirements applicable to their provision of the items and/or services to the City.
- Q. Patents, Royalties, and License Fees:** Should any articles being bid be protected by patent, copyright, royalties, and/or license fees, the successful bidder shall include any such royalties or license fees in their bid price and defend all suits or claims for infringement of any patent right against the City. Successful bidder shall hold the City of Santa Fe Springs harmless from any loss on account thereof and cost and attorney's fees incurred, therefore.
- R. Quality Guaranty:** All items furnished shall be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the City. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards the vendor/contractor represents, the City shall reject same. The vendor/contractor will refund the money that has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a warranty of at least twelve (12) months on workmanship, parts, and labor.

S. Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City (including its employees, officials, and representatives) from and against any and all claims of any kind or nature presented against the City arising out of vendor's/Contractor's (including employees, representatives, products and subcontractors) performance under any purchase order or agreement resulting from this bid, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.

T. Bonding and Insurance Requirements: Some purchases may require bonding and/or insurance. Specific requirements will be stated in the applicable bid documents. In the event bonding is needed, bonds shall be submitted in a form acceptable to the City. When work will be performed on City property, the City's standard insurance requirements (shown below) will apply, unless otherwise indicated in the bid specifications.

Commercial General Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Professional Liability or Errors and Omissions	\$2,000,000
Workers' Compensation and Employer's Liability	\$1,000,000
Cyber Liability Insurance	\$1,000,000
Tech. Professional Liability Errors & Omissions	\$2,000,000

City of Santa Fe Springs to be named as an Additional Insured. In addition, coverage shall be primary non-contributory. All policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation. Insurance policies to be in a form and written through companies acceptable to the City.

Vendors/contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed case-by-case, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

U. Addenda: Any changes, deletions, or additions to this bid solicitation will be made by addendum numbered sequentially and posted via PlanetBids.

V. Right to Reject: The City of Santa Fe Springs reserves the right to accept or reject any/all bids.

W. Extension to Other Public Agencies: The awarded bidder(s), at their discretion, may offer the prices, terms, and conditions of this bid to other public agencies with the mutual agreement of both the entity and bidder. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would

be directly with the awarded bidder. The City will not be held responsible for any dispute that arise as a result of such an agreement.

Please review:

Attachment A – References

Attachment B – Non-Collusion Affidavit

Attachment C – Draft Professional Services Agreement



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RFQ 25 – 8
As-Needed Portable Restrooms and Washing Stations
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

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Project Title _____

Date of Project _____



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"A great place to live, work, and play"

RFQ 25 – 8
As-Needed Portable Restrooms and Washing Stations
ATTACHMENT B – Non-Collusion Affidavit

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

The undersigned declares:

I, _____ [your name], am a representative
of _____ [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], a _____ [city],
_____ [state].

Bidder's Name (Printed): _____

Bidder's Entity Name: _____

Bidder's Signature: _____

Bidder's Title: _____

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

This Professional Services Agreement ("Agreement") is made and effective as of [REDACTED] ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and [REDACTED] ("Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably, as appropriate

RECITALS

WHEREAS, City requires professional consulting services for [REDACTED] (collectively, the "Project"); and

WHEREAS, City staff has determined that Consultant possesses the experience, skills, and training necessary to competently provide such services to City; and

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

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

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until [REDACTED] ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for one (1) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of

performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

- A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;
- B. Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement;
- C. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and
- E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law

4. PAYMENT OF COMPENSATION

- A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed [REDACTED] Dollars (\$ [REDACTED]) per fiscal year (July 1st – June 30th) during the Term of this Agreement unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.
- B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any

additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. Following the conclusion of each calendar month, Consultant will submit to City an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant..
- D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. ACCOUNTING RECORDS

Consultant will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City will have the right to access and examine such records, without charge, during normal business hours. City will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

6. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, Consultant will deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

7. CITY'S REPRESENTATIVE

City hereby designates [REDACTED], City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her designee will act on behalf of the City for all purposes under this Agreement. Consultant will not accept directions or orders from any person other than the City Representative or his/her designee.

8. CONSULTANT REPRESENTATIVE

Consultant hereby designates [REDACTED], [Title], to act as its representative for the performance of this Agreement (the "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his/her designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

9. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably available to City staff and the City Representative at all reasonable times. All work prepared by Consultant will be subject to inspection and approval by City Representative or his or her designees.

10. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

- A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;
- B. Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the City to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the City's authorized representative;
- C. Consultant will perform all Work in a manner reasonably satisfactory to the City;
- D. Consultant will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom;
- E. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

- G. All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

11. ASSIGNMENT

The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

12. SUBSTITUTION OF KEY PERSONNEL

Consultant has represented to City that certain key personnel will perform and coordinate the Services under this agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative,

incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CITY. The key personnel for performance of this Agreement are as follows: [REDACTED].

13. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and will at all times be under Consultant's exclusive direction and control. Consultant will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

14. REMOVAL OF EMPLOYEES OR AGENTS

If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by Consultant and will not be reassigned to perform any of the Work.

15. COMPLIANCE WITH LAWS

Consultant will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

16. NON-DISCRIMINATION

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

17. INDEPENDENT CONTRACTOR STATUS

The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant will have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

18. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

19. INDEMNIFICATION

A. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

- B. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
- C. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Section, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- D. The obligations of Consultant under this Section will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.
- E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- F. City does not and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- G. This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

20. TERMINATION WITHOUT CAUSE

City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 21, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 24, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 21, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

21. EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth herein, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. Consultant will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of City's issuance of a Default Notice for any failure of Consultant to timely provide City or City's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to City or City's employees or agents under this Agreement. Prior to the expiration of

the 10-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this subsection B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Subsection B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

- C. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any

undisputed sums to Consultant pursuant to this Agreement will be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.

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

Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- G. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid

sums lawfully owed to Consultant under this Agreement for completed services and tasks.

22. SCOPE OF WAIVER OF DEFAULT

No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

23. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

24. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

All Documents and Data will be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant will require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

25. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and will not be disclosed by Consultant without prior written consent by City. City will grant such consent of disclosure as legally required. Upon request, all City data will be returned to City upon the termination or expiration of this Agreement. Consultant will not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade

paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

26. FALSE CLAIMS ACT

Consultant warrants and represents that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

27. PROHIBITED INTERESTS

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

28. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from

informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

29. COOPERATION: FURTHER ACTS

The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

30. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

31. NOTICES

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

To the City:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Clerk's Office

To Consultant:

Attention:

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

32. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

33. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

34. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

35. FORCE MAJEURE

The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of Consultant and without the fault or negligence of Consultant, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

36. AMENDMENTS; MODIFICATIONS

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

37. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

38. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

39. NO THIRD-PARTY BENEFIT

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

40. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties

41. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

42. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

43. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision

in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

44. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

45. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

46. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signature or electronic transmittal of signatures shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

Fernando Munoz, Deputy City Clerk

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

Attachments:

Exhibit A
Exhibit B
Exhibit C

City's Request for Proposals
Consultant's Proposal
Insurance Requirements

EXHIBIT A
CITY'S REQUEST FOR PROPOSALS

DRAFT

EXHIBIT B
CONSULTANT'S PROPOSAL

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease), which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

**Notice Inviting Bids
City of Santa Fe Springs
Request for Quotes No. 25-8
As-Needed Portable Restrooms and Washing Stations**

The City of Santa Fe Springs invites bids from qualified contractors to provide portable restrooms and washing station on an as-needed basis in accordance to the terms and conditions of Request for Quotes (RFQ) No. 25-8.

To view the complete proposal package and associated documents, visit <https://pbsystem.planetbids.com/portal/65093/portal-home> and click "Bid Opportunities" or <https://vendors.planetbids.com/portal/65093/bo/bo-detail/125947> to access the project directly. You can also visit the City's website and find the link above on the "Bids & Proposals" webpage.

Questions/inquiries regarding this opportunity must be submitted via the PlanetBids Portal by **Thursday, March 13, 2025, at 2 pm Pacific**. The City will not respond to any questions/inquiries submitted after this deadline.

Please review all related documents in their entirety before submitting a response. Responses must be submitted electronically via the City's PlanetBids Portal by **Thursday, March 27, 2025, at 2 pm Pacific**. Any proposals received after this deadline will be deemed non-responsive, and the City reserves the right to reject them.

Responses to this request will be evaluated to determine the most qualified and responsive vendors. Responses must adhere to the format and content described in the RFQ. Responses will not be evaluated unless all parts requested are submitted in a complete package.

EXHIBIT B
CONSULTANT'S PROPOSAL

Bid Results

Bidder Details

Vendor Name	United Site Services of California, Inc
Address	118 Flanders Rd Westborough, Massachusetts 01581 United States
Respondee	Gov Team
Respondee Title	Gov Team
Phone	208-615-0922
Email	govteam@unitedsiteservices.com
Vendor Type	NONE
License #	CADIR

Bid Detail

Bid Format	Electronic
Submitted	03/27/2025 10:36 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	420825

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
A. Cover Introductory Letter -Completed.pdf	A. Cover Introductory Letter -Completed.pdf	Cover/Introductory Letter (See Section VI. - Instruction to Bidders)
C. References (Attachment A)_completed.pdf	C. References (Attachment A)_completed.pdf	References (See Attachment A)
D. Non-Collusion Affidavit (Attachment B)_signed.pdf	D. Non-Collusion Affidavit (Attachment B)_signed.pdf	Non-Bidder Affidavit (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Scheduled Service (Monday - Friday)							\$3,808.8500		
1			Standard Portable Toilet (Per Unit Per Day)	/Unit	25	\$11.9600	\$299.0000	Yes	
2			ADA Compliant Portable Toilet (Per Unit Per Day)	/Unit	5	\$13.3900	\$66.9500	Yes	
3			VIP/Trailer Mounted - 4-Bay Comfort Station (Per Unit Per Day)	/Unit	10	\$294.2900	\$2,942.9000	Yes	
4			Portable Hand Wash Station (Per Unit Per Day)	/Unit	25	\$16.4300	\$410.7500	Yes	
5			Hand Sanitizer Station (Per Unit Per Day)	/Unit	25	\$3.5700	\$89.2500	Yes	
Scheduled Service (Weekend/Holiday)							\$24,545.0000		
6			Standard Portable Toilet (Per Unit Per Day)	/Unit	75	\$54.5000	\$4,087.5000	Yes	
7			ADA Compliant Portable Toilet (Per Unit Per Day)	/Unit	10	\$74.5000	\$745.0000	Yes	
8			VIP/Trailer Mounted - 4-Bay Comfort Station (Per Unit Per Day)	/Unit	20	\$650.0000	\$13,000.0000	Yes	
9			Portable Hand Wash Station (Per Unit Per Day)	/Unit	75	\$64.5000	\$4,837.5000	Yes	
10			Hand Sanitizer Station (Per Unit Per Day)	/Unit	75	\$25.0000	\$1,875.0000	Yes	
Scheduled Service (Weekly Rate)							\$3,615.0000		
11			Standard Portable Toilet (Per Unit Per Week)	/Unit	1	\$154.0000	\$154.0000	Yes	
12			ADA Compliant Portable Toilet (Per Unit Per Week)	/Unit	1	\$182.0000	\$182.0000	Yes	
13			VIP/Trailer Mounted - 4-Bay Comfort Station (Per Unit Per Day)	/Unit	1	\$2,999.0000	\$2,999.0000	Yes	
14			Portable Hand Wash Station (Per Unit Per Week)	/Unit	1	\$224.0000	\$224.0000	Yes	
15			Hand Sanitizer Station (Per Unit Per Week)	/Unit	1	\$56.0000	\$56.0000	Yes	
Emergency/Urgent Response (Within 4 Hours)							\$11,700.0000		
16			Standard Portable Toilet (Per Unit Per Day)	/Unit	20	\$100.0000	\$2,000.0000	Yes	
17			ADA Compliant Portable Toilet (Per Unit Per Day)	/Unit	5	\$120.0000	\$600.0000	Yes	
18			VIP/Trailer Mounted - 4-Bay Comfort Station (Per Unit Per Day)	/Unit	5	\$1,000.0000	\$5,000.0000	Yes	
19			Portable Hand Wash Station (Per Unit Per Day)	/Unit	20	\$130.0000	\$2,600.0000	Yes	
20			Hand Sanitizer Station (Per Unit Per Day)	/Unit	20	\$75.0000	\$1,500.0000	Yes	
Maintenance/Cleaning Service Visits							\$282.0000		
21			Maintenance/Cleaning Service Visit - Standard Portable Toilet (Per Unit Per Day)	/Service	1	\$20.0000	\$20.0000	Yes	
22			Maintenance/Cleaning Service Visit - ADA Compliant Portable Toilet (Per Unit Per Day)	/Service	1	\$20.0000	\$20.0000	Yes	
23			Maintenance/Cleaning Service Visit - VIP/Trailer Mounted - 4-Bay Comfort Station (Per Unit Per Day)	/Service	1	\$200.0000	\$200.0000	Yes	
24			Maintenance/Cleaning Service Visit - Portable Hand Wash Station (Per Unit Per Day)	/Service	1	\$22.0000	\$22.0000	Yes	
25			Maintenance/Cleaning Service Visit - Hand Sanitizer Station (Per Unit Per Day)	/Service	1	\$20.0000	\$20.0000	Yes	
Delivery/Pick-Up							\$605.0000		
26			Scheduled Delivery/Pick-Up Fee (Per Visit/Delivery)	/Visit	1	\$155.0000	\$155.0000	Yes	\$30/unit for plastics and \$125/ VIP trailer
27			Urgent/Emergency Delivery (within 4 hours)	/Visit	1	\$450.0000	\$450.0000	Yes	\$100/unit plastics and \$350/ VIP trailer

Line Item Subtotals

Section Title	Line Total
Scheduled Service (Monday - Friday)	\$3,808.8500
Scheduled Service (Weekend/Holiday)	\$24,545.0000
Scheduled Service (Weekly Rate)	\$3,615.0000
Emergency/Urgent Response (Within 4 Hours)	\$11,700.0000
Maintenance/Cleaning Service Visits	\$282.0000
Delivery/Pick-Up	\$605.0000
Grand Total	\$44,555.8500

A. Cover/Introductory Letter

March 27, 2025

United Site Services of California, Inc
4511 Rowland Ave
El Monte, CA 91731

United Site Services is the nation's leading Site Services provider, leveraging a national footprint, providing the largest equipment fleet and deploying a standardized servicing methodology that ensures consistent quality and safety of on-site equipment use. For over 25 years, we have helped enable job and event site success, successfully managing the complex needs of construction, industrial, and agricultural sites, live events, government and emergency response scenarios. We are committed to transforming the Site Services industry by setting new standards in servicing equipment and customer experience and making our customers on and off-site jobs easier.

Our team understands City of Santa Fe Springs seeks bids from qualified contractors to provide portable restroom facilities and washing stations. The selected bidder will furnish, delivery, set-up, maintenance/repair (for extended use), and removal of all items as needed, in various City-hosted events within the city limits. The City should provide trash receptacles because United Site Services' permitting regulations prohibit the hauling and disposal of trash.

Business Name	United Site Services of California, Inc.
Address	4511 Rowland Ave, El Monte, CA 91731
Contact Person Name/Title	Matt Sweet, Account Executive
E-mail Address and Phone Number	matt.sweet@unitedsiteservices.com ; +1 714-292-2865

Whether it's a construction site, an outdoor event, or any other temporary location, United Site Services strives to provide the necessary facilities and services to support people's well-being and productivity. Our team stands ready to provide world-class products, service, and support. We offer to work closely with your personnel to ensure that your service needs are met well into the future.

United Site Services offers a range of essential temporary services to meet various needs. Here are some of the services we provide:

- **Portable Restrooms:** United Site Services ensures access to clean and well-maintained portable restrooms. United Site Services offers a variety of options to suit different requirements.
- **Hand Hygiene Solutions:** In addition to portable restrooms, United Site Services provides hand washing stations and sanitizing stations. Proper hand hygiene is crucial for health and safety, especially in high-traffic areas.
- **Portable Restroom Trailers:** For larger events or extended use, United Site Services has restroom trailers equipped with amenities like sinks, mirrors, and lighting.
- **Temporary Fence:** United Site Services offers prompt temporary fence rental, delivery, and installation. Temporary fencing helps secure job sites, events, and other locations, providing safety and control.
- **Roll-off Dumpsters:** Efficient waste management is essential. United Site Services provides roll-off dumpsters for easy disposal of construction debris, trash, and other materials.
- **Holding Tanks:** These tanks are used for waste storage and management, particularly in areas without sewer connections.
- **Temporary Power:** When power is needed at temporary sites, United Site Services offers solutions to meet those requirements.
- **Hydroflow Sanitation System:** These systems create a more sanitary and sustainable restroom experience with vacuum technology.

United Site Services' commitment to exceptional customer service and reliable solutions makes us a trusted partner for various industries, including construction, agriculture, government, emergency response, and special events. You can count on United Site Services for all your site needs! We wish our relationship, providing you with the certainty that the temporary services in your facilities are functioning at their optimum level.

Statement of Capabilities

We understand the RFP requires the following:

VI. Instructions to Bidders

A. Cover/Introductory Letter that includes the following:

- *Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)*

United Site Services is a leading provider of temporary site services in the United States. Founded in 1999, United Site Services is a privately held company that has grown exponentially into the nation's leader of temporary site services. As the largest provider of temporary site services across the country, United Site Services has the experience, equipment, personnel and servicing capabilities to meet the expectations of our customers for all of their temporary site service needs.

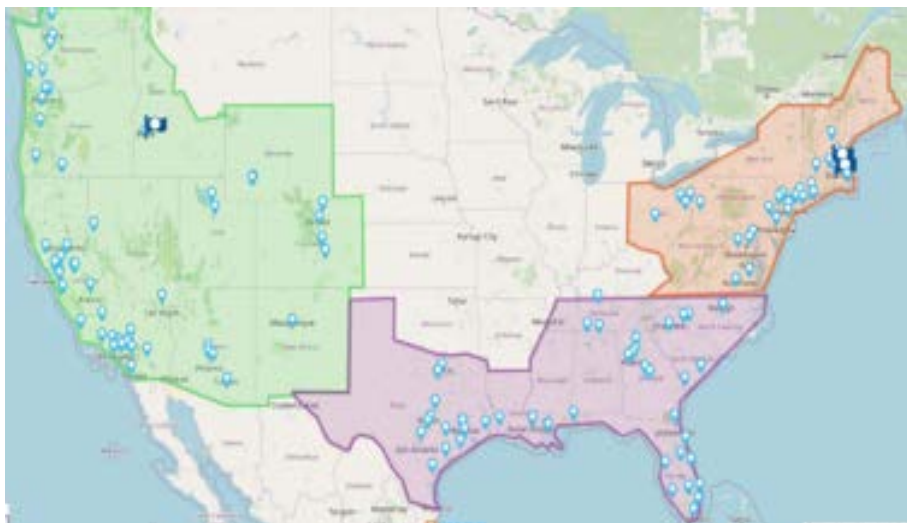


With over 120 locations nationwide and the largest unmatched fleet of portable sanitation equipment, United Site Services is a trusted solution that consistently provides its customers with the best quality, value, and service. We currently have an extremely diverse and energized workforce of over 4000 employees, who are empowered to provide solutions in their specialized fields every single day.

What We Offer

- Portable Restrooms
- Portable Restroom Trailer
- Temporary Fence
- Roll Off Dumpsters
- Hand Washing
- Temporary Power
- Shower Trailers
- Holding Tanks
- Other Services

We provide support to approximately 115,000 active customers coast-to-coast, across diverse industry, including a wide range of commercial



and residential construction companies, Fortune 500 companies, and Federal Government agencies such as FEMA and the Department of Defense. We partner with many federal, state, and local government agencies across the United States, including universities, municipalities, school districts, and counties.

Our fleet includes:

- 200,000+ Premium, American Disabilities Act (ADA) compliant, and handicap portable

Customer Sector Experience



- Construction**
 - 34,000+ Construction customers
 - 45+ states
 - Commercial and Residential
- Events**
 - 1,000+ Events customers
 - 35+ states
 - Sporting Events, Concerts & Festivals, Parties, Weddings
- Government**
 - 2,500+ Government customers
 - 30+ states
 - Military Bases, Parks, Universities, Local/State Events
- Industrial**
 - 4,000+ Industrial customers
 - 30+ states
 - Chemical Refineries, Aerospace Manufacturers, Global Energy Companies, Power Companies
- Agriculture**
 - 700+ Agriculture customers
 - 25+ states
 - Nurseries, Producers
- Emergency Response**
 - 250+ Emergency Response
 - 30+ states
 - Major Weather Events, COVID-19, Oil Spills
- Regional Customers**
 - 46K+ Regional Customers

toilets throughout our 115+ branch locations nationwide

- 11,000+ temporary hand wash stations
- 2,100+ service, pick-up, and delivery vehicles 800+ portable restroom trailers and shower trailers ranging from basic to elegant in many different sizes, strategically located at our trailer hubs across the US.

Customers We Serve - Servicing a Diverse Range of Sectors

- Commercial Construction: Skyscrapers, commercial buildings
- Residential Construction: Residential developments, home renovations
- Industrial: Maintenance, refineries, global energy companies
- Events: Festivals, sporting events, weddings, marathons, inaugurations, backyard barbecues
- Emergency Response: Natural disasters, crisis situations, pandemics
- Agriculture: Wholesale nursery growers, fruit and vegetable producers
- Government: Municipal projects, military bases, parks

We are customer-centric. Our customers are at the center of all we do. United Site Services is unique and stands apart because we cover the largest footprint compared to many other site services companies. The closest competitor is 1/10th our size. We have an unmatched fleet, provide each customer with a dedicated account manager and a 24/7 customer service line which provides customers with a one-call resolution. United Site Services uses QR code technology to track the movement and servicing of our assets. Our service technicians are trained in our leading Uniform Servicing System that ensures consistent and safe sanitation services at every service location.

We are the industry leader in planning and deploying large-scale temporary site services. With our flexible and scalable services, we can adjust our approach to meet the changing needs of the event, and make sure to keep the restroom facilities safe and clean all day and night.

- Project Management - Dedicated team focused on risk management, allocation of resources, budgeting and specialists for each product
- Reliability - 20+ years of experience with a strong reputation providing quality service to headline events across the county
- Equipment - Large, diverse inventory of portable restrooms so we are always able to deliver with new investments each year so the appearance is professional and clean
- Footprint - Network of 120+locations coast-to-coast,

Customizable Service Capabilities

United Site Services has the experience, equipment, personnel and servicing capabilities to meet the expectations of our customers for all their temporary site service needs. As a United Site Services customer, you will have access to our vast inventory of equipment and services we offer. We recognize every customer's needs differ and at United Site Services our professionally trained team members can assist your locations to develop an appropriate service schedule that meets your expectations. Whether it's reducing the number of vendors being used or how you receive invoices, cut out unnecessary costs by leveraging our capabilities to service your organization.



Invoicing Options

From receiving your invoices at your site address or managing them through a centralized billing process, United Site Services has a variety of invoice options to meet your needs. From consolidated invoicing to setting up invoicing on a payment platform our team is ready and capable. When it comes to managing your invoice procurement costs, selecting USS as your partner for temporary site services can assist your company save valuable time and money.



Customer Payment Portal

United Site Services Bill Pay is a secure customer portal to pay United Site Services invoices online in just a few clicks. Customers have the ability to receive electronic invoices and pay their invoices online. Payments reflect on you accounts quickly and it reduces the use of paper by switching to electronic invoices. Saving you time and money.



Single Source Solution

Managing multiple vendors to satisfy your service needs not only increases your cost, but it also consumes your valuable time. With the national footprint and vast capabilities of United Site Services you can eliminate the hassle. Our team makes it easy for you to access our coast-to-coast industry leading inventory. From portable restrooms, hand wash stations, holding tanks, fencing to roll offs dumpsters and shower trailers; we have it all. Have a location outside of our service footprint? No problem, USS can still manage your location with our strategic servicing network. Let us develop customer centric program to meet your company's needs.

Service Efficiency

United Site Services network of locations nationwide are more than capable of deploying to areas of need for both emergency and non-emergency situations. Our expansive coverage area, along with thousands of skilled employees allow us to set up infrastructure quickly. Each branch manages an inventory of equipment and products necessary to support their geographic customer base. In addition, each branch has assigned sales, operations and management teams in place to execute our customer's requirements. USS is rapidly expanding our national reach through new location openings and acquisitions.

We are customer centric. Our customers are at the center of all we do. United Site Services is unique and stands apart from the competition because we cover the largest footprint compared to any other site services company. The closest competitor is 1/10th our size. We have an unmatched fleet and provide each customer with a dedicated account manager and a 24/7 customer service line which provides customers with a one-call resolution. United Site Services uses QR code technology to track the movement and servicing of our assets. Our service technicians are trained in our leading Uniform Servicing System that ensures consistent and safe sanitation services at every service location.

Site Services are crucial for efficient and safe project operations and event management, but they can also present significant logistical and operational challenges. United Site Services handles the complexity and comprehensive needs of your on-site environment, ensuring a hassle-free experience and allowing you to focus on other priorities.

Going beyond merely equipment rentals, we seek to transform how Site Services are performed through a commitment to improving both the on and off-site customer experience.

We Enable Site Services Success Through:

Deep Organizational Expertise

With over two decades of experience, United Site Services has been instrumental in the success of numerous job and event sites, effectively managing the complex needs of various industries, including construction, industrial, government, agricultural, live events, and emergency response.

- **National Reach and Capacity:** With a national footprint and the largest equipment fleet in the industry, United Site Services has the capacity to meet the unique demands of any site environment, ensuring timely and efficient service delivery.
- **Comprehensive Range of Equipment:** We provide an extensive selection of equipment including portable restrooms, hand hygiene solutions, temporary fencing, trailer solutions, roll-off dumpsters

, holding tanks, temporary power, and the Hydroflow sanitation system. We strive to meet all of your job site needs.

- **Best Practice Training Programs:** Our highly trained workforce leverages deep industry experience and robust training programs to support your project's success. Every employee has undergone a rigorous background check. From start to finish, we are dedicated to making your job easier and more efficient.

All our portable restrooms go through full inspection at our service branches before delivery. Please refer to the "Uniform Servicing Systems" inspection checklist submitted on the following page.

Our experienced technicians will deliver equipment on-site. We are committed to delivering the highest quality service.

- Cleaned and fully stocked
- Restroom units are charged with water and deodorizer tablet
- Service sticker attached to unit
- Fully functional locking door
- Handwash stations – foot pump intact and not leaking

UNIFORM SERVICING SYSTEM

United Site Services is committed to the highest quality cleaning, every time we perform a service. Our industry-leading practices were developed over twenty years to create an experience that you will be proud to provide your patrons.

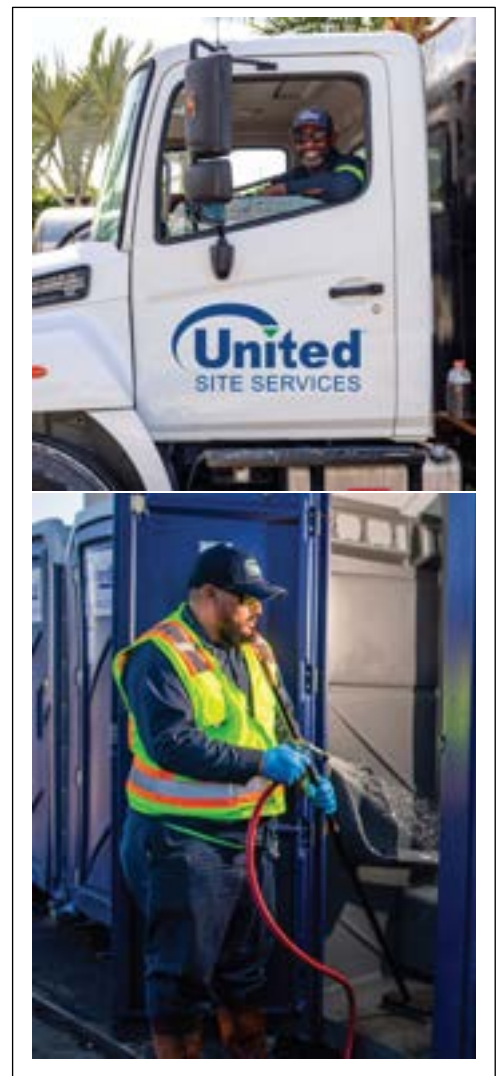
United Site Services has developed a repeatable servicing process for Portable Restrooms, helping to ensure consistency across the geographies, industries, and customers we serve. We see providing the equipment itself as just the baseline—in order to truly make your on-site job easier, servicing these on-site activities is essential to how we support our customers. We offer a uniform service system.

Audit

- Access Unit Placement
- Scan Restroom Barcode
- Inspect Restroom

Clean

- Pump Tank
- Clean Interior
- Charge the Restroom



- Dry Interior
- Restore
- Refill Supplies
 - Disinfect
 - Verify Service

At United Site Services we have the largest team of service technicians, so no matter where your event is, or how large it is, our team is ready to back you up. Our field technicians are rigorously trained in our servicing processes, and their performance is closely monitored through internal metrics. These "repeatable processes" guarantee consistency and reliability, setting a benchmark for our expectations and yours.

The data sheets of the proposed products are submitted at the end of this document.

Local Office Capabilities

United Site Services of California is committed to providing top-quality service. With a wealth of experience spanning decades, our team is intimately familiar with the City's equipment and service needs. Our expertise extends to managing the nuances of your permanent facilities, transitional and homeless housing, events, and the coordination between office and field personnel.

Our local El Monte branch, located at 4511 Rowland Ave, El Monte, CA 91731, which will support the City of Santa Fe Spring fencing project is fully staffed with a team of 35 professional service technicians, eager to provide superior customer service

Our fleet consists of 40 service and delivery trucks, meticulously maintained and operated by uniformed professionals prioritizing safety above all. Our vehicles are equipped with advanced safety features such as backup cameras, interior monitoring systems, and driving sensors to ensure the safe arrival and operation of our team at your locations and events. We strictly adhere to our safety protocols at all times.



Moreover, our staff are experts in secondary containment compliance, hold the necessary licenses, and undergo thorough background checks before joining our team, ensuring trust and reliability in every interaction

United Site Services of California ensures that our service and delivery technicians are not only professionally attired but also equipped with the latest handheld devices to efficiently record service details with date-stamped accuracy.

As the trusted provider for the nation's largest natural disasters, our inventory boasts an unmatched range of fencing solutions. Under the leadership of General Manager Carlos Dubon and Operations Manager Amir Yacoub, our El Monte team excels in operational support and coordination. Our dispatchers and supervisors work tirelessly to assist our technicians on the field, ensuring every customer requirement is met with precision.

Our dedicated operations team, directed by Mr. Yacoub, guarantees that our technicians are fully informed for flawless service delivery. As residents and active participants in the community, our team takes immense pride in contributing to the cleanliness and sanitation of local events, reinforcing our commitment to the neighborhoods we serve.

Matt Sweet, our esteemed Account Executive, will serve as your main point of contact. With robust support from our sales director, general manager, and the comprehensive operational team, including regional leadership, Matt stands out as a seasoned Government Account professional. His 7 years of site services industry experience have honed his expertise in navigating the intricacies of government contracts, managing complex large-scale initiatives, and providing exceptional support services for municipal sites.

Carlos Jesus Gomez, our dedicated and experienced Lead Operation Coordinator, brings many years of experience in overseeing and optimizing field operations. Mr. Gomez leverages his expertise in team management, operational efficiency, and safety compliance to contribute to the success of United Site Services.

Christopher R. Cervantes - Field Operations Manager, an experienced operations leader with over a decade of success in managing engineering, production, and maintenance projects across international boundaries. Mr. Cervantes is skilled in fostering a collaborative environment, developing high-performing teams, and driving operational excellence through streamlined processes and cost-effective solutions. Proven ability to lead cross-functional teams, implement systems and procedures that enhance productivity, and ensure compliance with quality and safety standards. Experienced in managing projects from planning to execution, including equipment installations and system integrations.

Years in Business

United Site Services of California, Inc. has been in business for over 20 years. The company was registered on August 22, 2001, and started its business operations on March 30, 2004.

Normal Response Time

V. Qualifications/Requirements

- *Must have the ability to respond within forty-eight (48) hours for regular service requests.*

United Site Services of California is equipped with the necessary resources and capabilities to respond to routine service requests within 48 hours of receipt.

Emergency Response Time

V. Qualifications/Requirements

- *The Contractor must be able to arrive within four (4) hours after the initial call back upon request for emergency delivery and cleaning services as needed.*

United Site Services of California is equipped with the necessary resources and capabilities to respond to emergency service requests within 4 hours of receipt.

Relevant Experience

V.I Instructions to Bidders

Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)

United Site Services is the premier choice for event professionals seeking portable restrooms, restroom trailers, temporary fences, barricades, and a comprehensive range of temporary site services. Our dedicated Customer Care team excels in personalizing event services to meet your specific needs, while our skilled Service Technicians ensure the timely delivery and setup of your rentals.

We have successfully partnered with numerous clients, including:

- City of West Covina
- City of Glendale
- City of Culver City

For more details on these references, please refer to "Attachment A – References."

Additional Services Offered

United Site Services deploys a standardized servicing approach for a comprehensive range of site equipment, ensuring consistent quality and safety of on-site equipment. Our fleet includes portable restrooms, hand hygiene solutions, temporary fence, trailer solutions, roll-off dumpsters, holding tanks, temporary power and the HydroFlow sanitation system.

With a national footprint, the largest equipment of fleet and industry leading safety and service standards, United Site Services has an unmatched ability to meet the unique needs of any site environment.

HYDROFLOW SYSTEM

The HydroFlow Sanitation System is a modular system of restrooms, showers and sinks that utilizes clean, reliable vacuum flush technology that is now being deployed to improve the sanitation industry and end user experience. Customers choose HydroFlow for its rapid deployment, sustainability, customizable configurations, and comprehensive sanitation solutions.



Our team is trained in a repeatable process that ensures consistent installation and ongoing servicing quality.

HOLDING TANKS

Holding Tanks For off-grid sites lacking fresh water access or in need of off-grid waste storage, United Site Services provides non-potable water holding tanks and waste holding tanks with comprehensive servicing. The Operations Team is trained in our Uniform Servicing System, ensuring reliable execution. Portable holding tanks are perfect for construction site office trailers, remote business locations, industrial facilities and festivals.



TEMPORARY FENCE

As the leading national fence provider, United Site Services is dedicated to elevating safety and security on any site with our fence installation service. Fence Technicians are trained in our Uniform Servicing System to install and secure a variety of fence solutions, providing you with on-site peace of mind. Whether you require perimeter fencing for construction sites, event barriers for crowd control, or any other customized fence solutions, our approach results in consistency and reliability.



HIGH-RISE SYSTEM

United Site Services offers an innovative solution for portable restrooms on your high-rise construction project. Eliminate the need to tie up your crane, elevator, and loading dock while ensuring a quality restroom experience for your crew on every floor. Our Operations team is trained in our Uniform Servicing System to install and service the high-rise portable sanitation units.



ROLL-OFF DUMPSTERS



United Site Services offers a variety of roll off dumpster sizes to safely support your waste and debris removal needs. The Operations Team is trained in our Uniform Servicing System to carefully place and haul your roll off dumpster, providing a hassle-free experience on your site. The consistency of this process ensures service reliability.

TEMPORARY POWER

United Site Services provides reliable temporary power solutions for a wide range of needs. Whether you're managing a construction site, organizing an event, or dealing with an emergency, United Site Services ensures uninterrupted power supply with efficient temporary power services. Our comprehensive solutions, including generator rentals and power poles are tailored to meet specific project requirements



Deluxe Portable Restroom



The Deluxe Portable Restroom is the most common portable restroom for sites and events of all sizes. With a wide range of applications and feature amenities, it's perfect for patrons at special events, parks and recreational facilities and outdoor businesses that need sanitation facilities.

FEATURES

- ▶ Non-flushing toilet and urinal
- ▶ Courtesy mirror
- ▶ Interior shelf
- ▶ Coat hook
- ▶ Spacious 85 cubic feet interior
- ▶ Maximum ventilation

Perfect for
a Wide Range
of Applications

SPECIFICATIONS

- ▶ **Height:** 89"
- ▶ **Width:** 44"
- ▶ **Depth:** 45"
- ▶ **Waste tank:** 70 gallons

OPTIONAL FEATURES

- ▶ Alcohol-based hand sanitizer
- ▶ Solar lighting
- ▶ Disposable seat covers



Cleaning your portable restrooms to the same standard as any other public restroom should be priority. Our team is trained in the Uniform Servicing Process to ensure service consistency and reliability to create a positive experience for your patrons.

Deluxe Portable Restroom

with Slim Sink Insert



The Deluxe Portable Restroom is the most common portable restroom for sites and events of all sizes. With a wide range of applications and feature amenities, it's perfect for patrons at special events, parks and recreational facilities and outdoor businesses that need sanitation facilities.

FEATURES

- ▶ Non-flushing toilet and urinal
- ▶ Courtesy mirror
- ▶ Interior shelf
- ▶ Coat hook
- ▶ Spacious 85 cubic feet interior
- ▶ Maximum ventilation



SPECIFICATIONS

- ▶ **Height:** 89"
- ▶ **Width:** 44"
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- ▶ **Waste tank:** 70 gallons

OPTIONAL FEATURES

- ▶ Alcohol-based hand sanitizer
- ▶ Solar lighting
- ▶ Disposable seat covers



Cleaning your portable restrooms to the same standard as any other public restroom should be priority. Our team is trained in the Uniform Servicing Process to ensure service consistency and reliability to create a positive experience for your patrons.

ADA-Compliant Portable Restroom



United Site Services offers ADA-compliant portable restrooms designed to meet the highest accessibility standards. These units provide spacious, wheelchair-accessible facilities that ensure comfort and privacy for all guests, including those with disabilities. Equipped with user-friendly features like handrails, non-slip flooring, and easy-access ramps, our ADA-compliant restrooms are ideal for events, job sites, and public spaces that require inclusive amenities.



FEATURES

- ▶ Floor design to increase interior space
- ▶ Large door opening
- ▶ Long hand rails provide more stability
- ▶ Courtesy mirror
- ▶ Interior shelf
- ▶ Coat hook

SPECIFICATIONS

- ▶ Height: 90.5"
- ▶ Width: 66"
- ▶ Depth: 86.5"
- ▶ Depth: 86.5"
- ▶ Door Opening: 32.7" x 80.8"
- ▶ Tank Volume: 35 gal.
- ▶ Seat Height: 18.5"



TYPE	SPECS	DISPENSER SIZE	USES PER SERVICE
Handistand			
2 Station	60"H x 20" W x 20" D	800 mL/station	500 (250/station)
4 Station	60"H x 20" W x 20" D	800 mL/station	1,000 (250/station)



Handistand (2 Station)



Handistand (4 Station)



HAND HYGIENE SOLUTIONS

* Equipment model will vary

Maintain a safe and healthy site with hand hygiene solutions from USS. We offer portable sinks and hand sanitizer stations as an easy way to keep hands clean and help prevent the spread of germs and bacteria. Don't worry about restocking; USS will restock supplies and fresh water when servicing your site.

PORTABLE SINKS

- ▶ Stocked with antibacterial soap, non-potable water and paper towels
- ▶ Foot activated faucet allows both hands to be washed simultaneously
- ▶ Accommodates complete forearm washing



Tag 4



Tag 3



Breeze



Bravo



Tag 2

TYPE	SPECS	TANK SIZE	USES PER SERVICE
Standard (2 Station)			
Tag 3	59"H x 20"W x 29"D	19 Gal	275 washes
Breeze	65"H x 26"W x 19"D	20 Gal	300 washes
Bravo	63"H x 26"W x 21"D	22 Gal	350 washes
Tag 4	59"H x 19"W x 30"D	22 Gal	350 washes
Tag 2	52"H x 22"W x 28"D	24 Gal	375 washes

Trailer Solutions



United Site Services' trailer solutions provide the ultimate in comfort and convenience for any job site or event. Equipped with climate control for all seasons, flushing toilets, and running water sinks with hot water, these units ensure a superior restroom experience year-round. By offering enhanced amenities, our trailers help improve employee morale, retention, and recruitment, creating a positive and productive environment. Additionally, their increased waste capacity reduces the need for frequent service visits, saving time and streamlining operations. With USS, you can elevate both functionality and comfort, making every project or event a success.

TRAILER OFFERINGS

Our trailers come in different levels to fit your event and budget.

► SILVER

All the comfortable amenities you want, at a great value

► GOLD

Upgraded amenities that serve all needs

► PLATINUM

When only the very best will do



1.800.TOILETS / [UnitedSiteServices.com](https://www.UnitedSiteServices.com)

SILVER SERIES

ECONOMICAL OPTION FOR HIGH-TRAFFIC
PUBLIC EVENTS/GATHERINGS

Built to Meet the Rugged Demands of Your Project. Our Silver series is the rugged yet comfortable option your project needs. It offers the enhanced comfort of climate control, hand hygiene with running water and flushing toilets as well as interior and exterior lighting to ensure safe use of facilities.



GOLD SERIES

VERSATILE OPTION FOR ANY OCCASION
TO MAKE GUESTS FEEL RIGHT AT HOME

Our Most Versatile Option Provides All the Comforts and Convenience. Our Gold series offers a fresh, homey look and feel with premium wood or tile flooring, faux marble countertops, running water sinks and flushing toilets. A great option for any project.



PLATINUM SERIES

ELEGANT AND UPGRADED TRAILERS
PERFECT FOR VIP AND BLACK-TIE EVENTS

An Elegant, Upgraded Option When Only the Best Will Do. Our Platinum Series combines top-of-the line design elements like private floor to ceiling stalls, premium flooring and stylish countertops with our best quality comfort amenities.



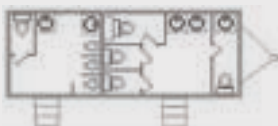
SAMPLE FLOOR PLANS

EXTRA LARGE / 9+ Stations

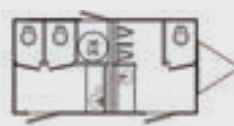


• Our Most Popular Options

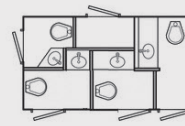
LARGE / 7-8 Stations



MEDIUM / 5-6 Stations



SMALL / 3-4 Stations



• Includes individual private stalls
• Our Most Popular Options

COMPACT / 1-2 Stations



• Includes individual private stalls



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"A great place to live, work, and play"

RFQ 25 – 8
As-Needed Portable Restrooms and Washing Stations
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of West Covina

Entity Address 2501 E. Cortez Street West Covina CA 91781

Name of Contact Leslie Godinez

Telephone Number of Contact 626-939-8855

Email of Contact lgodinez@westcovina.org

Project Title Title Festival of Frights

Date of Project October 2024

Entity Name City of Glendale

Entity Address 2200 FERN LN GLENDALE CA 91208

Name of Contact GABRIELLE GOGLIA

Telephone Number of Contact 818-937-7444

Email of Contact ggoglia@glendaleca.gov

Project Title Cruise Night 2024

Date of Project Project July 2024

Entity Name City of Culver City

Entity Address 9770 CULVER BLVD CULVER CITY CA 90232

Name of Contact Dorian Jackson

Telephone Number of Contact 310-253-6668

Email of Contact dorian.jackson@culvercity.org

Project Title Fiesta La Ballona 2024

Date of Project August 2024



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RFQ 25 – 8
As-Needed Portable Restrooms and Washing Stations
ATTACHMENT B – Non-Collusion Affidavit

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

The undersigned declares:

I, Jeff Dunlop [your name], am a representative
of United Site Services of California, Inc. [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 27 Mar 25 [date], a Westborough [city],
Massachusetts [state].

Bidder's Name (Printed): Jeff Dunlop

Bidder's Entity Name: United Site Services of California, Inc.

Bidder's Signature: 

Bidder's Title: Vice President

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease) which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN THE PASADENA TOURNAMENT OF ROSES

DATE: May 20, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve a sole-source agreement with Phoenix Decorating Company (Phoenix) for the design and construction of the City's Rose Parade floats for calendar years 2026, 2027, and 2028; and
- 2) Authorize the City Manager to execute the agreement and any subsequent amendments, subject to approval by the City Attorney as to form; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

City Council approved \$200,000 for float design and construction for each entry in the 2026, 2027, and 2028 Tournament of Roses Parade at their regular meeting on April 1, 2025. Monies for this will come from the Art in Public Places Fund 2510, which is supported with development fees, and thus there is no impact to the General Fund.

BACKGROUND

The City has participated in the annual Pasadena Tournament of Roses Parade for many years in the 1960s and again in the 2000's, using the opportunity to showcase community pride, creative expression, and local partnerships on a nationally televised platform. Each float serves as a symbol of civic identity and enhances the City's visibility and reputation.

CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN THE PASADENA TOURNAMENT OF ROSES

Page 2 of 3

For the 2026 Rose Parade, the City faces a compressed timeline due to the late determination to participate. In light of these circumstances, timely engagement with an experienced and nearby float builder is critical.

The City applied for and was accepted by the Tournament of Roses Parade Association for entries in the 2026, 2027, and 2028 years. This application was approved, in part, due to the City identifying Phoenix as its preferred float builder.

ANALYSIS

Phoenix Decorating Company, located in Irwindale, is the closest full-service Rose Parade float builder to the City. Their proximity allows for ongoing collaboration, cost-effective logistics, and flexibility in managing design changes or tight timelines. Phoenix Decorating Company has a proven track record of delivering high-quality, award-winning floats and has demonstrated the capacity to meet urgent deadlines — a critical factor for the upcoming 2026 parade.

Given the timing challenges for the 2026 float, a traditional bidding process would place the City at risk of missing critical design and construction deadlines. Phoenix Decorating Company has indicated the ability and willingness to initiate float production immediately upon contract approval.

Pursuant to the City's procurement policies, a sole-source procurement is justified when:

- Only one vendor is capable of providing the required goods or services due to unique circumstances;
- A vendor possesses specialized knowledge, experience, or proximity critical to the success of the project;
- Timeliness is a factor that cannot be met through competitive bidding.

Phoenix Decorating Company meets all of these criteria due to:

- Their specialized expertise in Rose Parade float construction;
- Their strategic location nearest to the City;
- Their immediate availability to meet the 2026 timeline.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

**CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN
THE PASADENA TOURNAMENT OF ROSES**

Page 3 of 3

SUMMARY/NEXT STEPS

Staff recommends entering into a three-year sole-source agreement with Phoenix Decorating Company to ensure continuity, cost-effectiveness, and consistent quality over multiple parade years, reducing future administrative burden and fostering a strong creative partnership. Upon approval of the agreement, staff will coordinate immediately with Phoenix to complete the design process and begin construction of the float.

ATTACHMENT(S):

- A. Phoenix Decorating Company Agreement Draft
- B. Phoenix Decorating Company Letter

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

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
PHOENIX DECORATING CO., INC.**

This Professional Services Agreement ("Agreement") is made and effective as of April 9, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City"), and Phoenix Decorating Co., Inc. ("Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably, as appropriate

RECITALS

WHEREAS, City requires professional consulting services for the design and construction of parade floats to be entered into the Pasadena Tournament of Roses Parade for the following parade dates: January 1, 2026, January 1, 2027, and January 1, 2028 (collectively, the "Project"); and

WHEREAS, City staff has determined that Consultant possesses the experience, skills, and training necessary to competently provide such services to City; and

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

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

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until _____ ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the Consultant's Proposal, attached hereto as Exhibit A, incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of performance set forth by the City. To the extent that Exhibit A contains provisions

inconsistent with this Agreement, the provisions of this Agreement shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

- A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;
- B. Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement;
- C. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and
- E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. PAYMENT OF COMPENSATION

- A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed Six Hundred Thousand Dollars (\$600,00.00) during the Term of this Agreement unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.
- B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing

by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. The Not-to-Exceed Sum will be paid to Consultant in the manner set forth in the Schedule of Payments, attached hereto and incorporated herewith as Exhibit B. Consultant will submit to City an itemized invoice indicating the services performed and tasks completed, including services and tasks performed and the reimbursable out-of-pocket expenses incurred, forty-five (45) calendar days before a payment is due pursuant to Exhibit B. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. ACCOUNTING RECORDS

Consultant will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City will have the right to access and examine such records, without charge, during normal business hours. City will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

6. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, Consultant will deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

7. CITY'S REPRESENTATIVE

City hereby designates René Bobadilla, City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her designee will act on behalf of the City for all purposes under this Agreement. Consultant will not accept directions or orders from any person other than the City Representative or his/her designee.

8. CONSULTANT REPRESENTATIVE

Consultant hereby designates [REDACTED], [Title], to act as its representative for the performance of this Agreement (the "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his/her designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

9. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably available to City staff and the City Representative at all reasonable times. All work prepared by Consultant will be subject to inspection and approval by City Representative or his or her designees.

10. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

- A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;
- B. Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the City to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the City's authorized representative;
- C. Consultant will perform all Work in a manner reasonably satisfactory to the City;
- D. Consultant will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom;
- E. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them

by Consultant; and

- G. All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

11. ASSIGNMENT

The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

12. SUBSTITUTION OF KEY PERSONNEL

Consultant has represented to City that certain key personnel will perform and coordinate the Services under this agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for

cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the CITY. The key personnel for performance of this Agreement are as follows: [REDACTED].

13. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and will at all times be under Consultant's exclusive direction and control. Consultant will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

14. REMOVAL OF EMPLOYEES OR AGENTS

If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by Consultant and will not be reassigned to perform any of the Work.

15. COMPLIANCE WITH LAWS

Consultant will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

16. NON-DISCRIMINATION

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

17. INDEPENDENT CONTRACTOR STATUS

The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant will have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

18. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

19. INDEMNIFICATION

- A. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to

insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

- B. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
- C. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Section, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- D. The obligations of Consultant under this Section will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.
- E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- F. City does not and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- G. This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

20. TERMINATION WITHOUT CAUSE

City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 21, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 24, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 21, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

21. EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth herein, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. Consultant will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of City's issuance of a Default Notice for any failure of Consultant to timely provide City or City's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to City or City's

employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this subsection B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Subsection B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) City's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

- C. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Consultant pursuant to this Agreement will be cured by City

within five (5) calendar days from the date of Consultant's Default Notice to City.

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

Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- G. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

22. SCOPE OF WAIVER OF DEFAULT

No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

23. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

24. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

All Documents and Data will be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant will require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

25. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and will not be disclosed by Consultant without prior written consent by City. City will grant such consent of disclosure as legally required. Upon request, all City data will be returned to City upon the termination or expiration of this Agreement. Consultant will not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade

paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

26. FALSE CLAIMS ACT

Consultant warrants and represents that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

27. PROHIBITED INTERESTS

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

28. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but

has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

29. COOPERATION; FURTHER ACTS

The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

30. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

31. NOTICES

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

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: City Clerk's Office
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To Consultant:	Phoenix Decorating Co., Inc. 5400 Irwindale Ave. Irwindale, CA 91706 Attention: _____
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Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

32. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

33. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

34. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

35. FORCE MAJEURE

The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of Consultant and without the fault or negligence of Consultant, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

36. AMENDMENTS; MODIFICATIONS

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

37. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

38. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

39. NO THIRD-PARTY BENEFIT

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

40. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties

41. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

42. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

43. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision

in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

44. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

45. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

46. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signature or electronic transmittal of signatures shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS

CONSULTANT

René Bobadilla, City Manager

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

CONSULTANT

Fernando Munoz, Deputy City Clerk

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

- | | | |
|--------------|-----------|-------------------------|
| Attachments: | Exhibit A | Consultant's Proposal |
| | Exhibit B | Schedule of Payments |
| | Exhibit C | Insurance Requirements |
| | Exhibit D | Supplemental Provisions |

EXHIBIT A
CONSULTANT'S PROPOSAL

DRAFT

EXHIBIT B

SCHEDULE OF PAYMENTS

(1) For Parade Year 2026:

CITY OF SANTA FE SPRINGS agrees to pay PHOENIX the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,00.00) payable as follows:

- a. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) due and payable upon the execution of this Agreement;
- b. SIXTY THOUSAND DOLLARS (60,000.00) due and payable upon completion of framework;
- c. FORTY THOUSAND DOLLARS (40,000.00) due and payable on January 4, 2026.

CITY OF SANTA FE SPRINGS also agrees to pay PHOENIX one percent (1%) per month for unpaid balance after February 1, 2026.

(2) For Parade Year 2027:

CITY OF SANTA FE SPRINGS agrees to pay PHOENIX the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,00.00) payable as follows:

- a. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) due and payable upon the execution of this Agreement;
- b. SIXTY THOUSAND DOLLARS (60,000.00) due and payable upon completion of framework;
- c. FORTY THOUSAND DOLLARS (40,000.00) due and payable on January 4, 2027.

CITY OF SANTA FE SPRINGS also agrees to pay PHOENIX one percent (1%) per month for unpaid balance after February 1, 2027.

(3) For Parade Year 2028:

CITY OF SANTA FE SPRINGS agrees to pay PHOENIX the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,00.00) payable as follows:

- a. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) due and payable upon the execution of this Agreement;

- b. SIXTY THOUSAND DOLLARS (60,000.00) due and payable upon completion of framework;
- c. FORTY THOUSAND DOLLARS (40,000.00) due and payable on January 4, 2028.

CITY OF SANTA FE SPRINGS also agrees to pay PHOENIX one percent (1%) per month for unpaid balance after February 1, 2028.

- (4) Compensation for Parade Year 2027 and Parade Year 2028 may be subject to negotiation due to rising costs from tariffs, inflation or CIP. Any modification or amendment of the terms of the compensation contained herein shall be valid only when such modification or amendment is executed in writing and signed by both Parties, subject to City approval.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease), which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

EXHIBIT D

SUPPLEMENTAL PROVISIONS

1. PHOENIX agrees to design, build, decorate and enter a float on behalf of **CITY OF SANTA FE SPRINGS** in the PASADENA TOURNAMENT OF ROSES PARADE to be held on: January 1, 2026, January 1, 2027, and January 1, 2028, in the City of Pasadena, County of Los Angeles, State of California.
2. The parade floats shall be the creation of PHOENIX in strict accordance with the design entitled, "TBD".
3. PHOENIX agrees to complete the parade floats in a good and workmanlike manner to have it present at the line of march not later than judging time on the day of the parade, that its appearance and operating condition shall be of high quality, and to drive and operate the same in the PASADENA TOURNAMENT OF ROSES PARADE and deliver the parade floats to the exhibition grounds at the post parade area, Pasadena, California, and said floats at all times shall be the sole property of PHOENIX.
4. PHOENIX agrees to operate the parade floats in all aspects of the PASADENA TOURNAMENT OF ROSES PARADE in strict accordance with the rules and regulations of the PASADENA TOURNAMENT OF ROSES PARADE ASSOCIATION. Operators for the subject parade floats shall be furnished at the expense and responsibility of PHOENIX.
5. PHOENIX agrees that in entering, displaying, and operating said parade floats in the PASADENA TOURNAMENT OF ROSES PARADE for **CITY OF SANTA FE SPRINGS** they will observe the rules and regulations of the PASADENA TOURNAMENT OF ROSES ASSOCIATION regarding such display and operation, as well as all applicable laws, ordinances or regulations.
6. PHOENIX agrees that upon commencement of construction for the parade floats, they will notify **CITY OF SANTA FE SPRINGS** of the location of such construction in order that representatives of the **CITY OF SANTA FE SPRINGS** may, at their discretion, inspect the construction. In the event, that PHOENIX moves the parade floats to a second or third location, PHOENIX agrees to keep **CITY OF SANTA FE SPRINGS** advised of all such changes of the location of the construction site.
7. In the event that the PASADENA TOURNAMENT OF ROSES PARADE is not held due to any reason beyond the control of PHOENIX, or shall be prevented by

rain, act of God, war, or by any reason of the rules, regulations, or restrictions issued by any branch or agency off the UNITED STATES GOVERNMENT or the STATE OF CALIFORNIA, it is understood that PHOENIX shall be reimbursed by CITY OF SANTA FE SPRINGS for all their expenses of every kind and nature which they have incurred in connection with its performance hereunder, including a profit of ten percent (10%), and PHOENIX shall be excused from further performance of this agreement, with the following exception: where a partial payment has been made by CITY OF SANTA FE SPRINGS, and cancellation should occur the day of the parade, the CITY OF SANTA FE SPRINGS shall be liable for the full contract price.

DRAFT



11710 Telegraph Road · CA · 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · www.santafesprings.gov

"A great place to live, work, and play"

April 28, 2025

Tournament of Roses Association
Attn: President, Mark Leavens
391 South Orange Grove Boulevard
Pasadena, CA 91184

Dear Mr. Leavens,

On behalf of the City of Santa Fe Springs, I want to extend our appreciation to the Tournament of Roses Association for your longstanding commitment to excellence as we prepare for the Rose Parades scheduled for January 1, 2026, January 1, 2027, and January 1, 2028.

As we continue our collaboration with Phoenix Decorating Company to design and build our city's floats, we recognize that economic conditions and the unpredictable nature of inflation and the Consumer Price Index (CPI) may affect project costs over the next several years.

While the City has allocated \$200,000 per year for this effort, we want to proactively ensure the success of our participation. Accordingly, please be advised that the City of Santa Fe Springs will commit to covering any additional costs necessary beyond the initial \$200,000 allocation that arise as a result of inflationary pressures, material cost increases, or other CPI-related adjustments. Our goal is to guarantee that financial considerations do not impede the creation of floats that reflect the quality, creativity, and spirit emblematic of the Tournament of Roses.

We deeply value our relationship with the Tournament of Roses Association and Phoenix Decorating Company, and we are confident that this proactive commitment will support a seamless planning and production process for both 2027 and 2028.

Please feel free to contact me directly at (562) 409-7510 or RBobadilla@santafesprings.gov should you require any further clarification. We look forward to years of shared success and celebration.

Sincerely,


René Bobadilla
City Manager

William K. Rounds, Mayor • Joe Angel Zamora, Mayor Pro Tem
City Council
Annette Rodriguez • Juanita Martín • John M. Mora
City Manager
René Bobadilla, PE, City Manager