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

TUESDAY, OCTOBER 15, 2024
AT 5:00 P.M.

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

CITY COUNCIL

Jay Sarno, Mayor
William K. Rounds, Mayor Pro Tem
Joe Angel Zamora, Councilmember
Annette Rodriguez, Councilmember
Juanita Martin, Councilmember

CITY MANAGER
René Bobadilla, P.E.

CITY ATTORNEY
Rick Olivarez

CITY STAFF

Assistant City Manager	**Nicholas Razo**
Fire Chief	**Chad Van Meeteren**
Police Chief	**Aviv Bar**
Director of Community Services	**Maricela Balderas**
Director of Finance	**Lana Dich**
Director of Parks & Recreation	**Gus Hernandez**
Director of Community Development	**Cuong Nguyen**
Director of Police Services	**Dino Torres**
Director of Public Works	**James Enriquez**

NOTICES

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

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

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

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

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

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CITY COUNCIL

1. CLOSED SESSION
THREAT TO PUBLIC SERVICES OR FACILITIES
(Pursuant to Government Code Section 54957)
Consultation with: René Bobadilla, City Manager

2. CLOSED SESSION
CONFERENCE REGARDING REAL PROPERTY NEGOTIATIONS
(Pursuant to Government Code Section 54956.8)
Property: Santa Fe Springs Athletic Field and Lake Center Athletic Park
Agency Negotiators: René Bobadilla, City Manager and Gus Hernandez, Director of Parks and Recreation
Negotiation Parties: Alex Corral, En Fuego Kids
Under Negotiation: Terms Related to the Use of the Property

3. CLOSED SESSION
CONFERENCE REGARDING REAL PROPERTY NEGOTIATIONS
(Pursuant to Government Code Section 54956.8)
Property: Little Lake Park
Agency Negotiators: René Bobadilla, City Manager and Gus Hernandez, Director of Parks and Recreation
Negotiation Parties: Alex Corral, En Fuego Kids
Under Negotiation: Potential Lease of the Property

4. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
Property: Assessor's Parcel Nos. 8008-023-900 and 8008-023-901
Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development
Negotiation parties: Any interested developers of affordable housing
Under negotiation: Price and terms of payment as relates to interests in real property

5. CLOSED SESSION

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: City Ventures LLC; EBS Realty Partners LLC and Penwood Real Estate Investment Management.
Under negotiation: Price and terms of payment as relates to interests in real property

SUCCESSOR AGENCY

6. CLOSED SESSION

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: AD Improvements; City Ventures LLC;
Under negotiation: Price and terms of payment as relates to interests in real property

CLOSED SESSION REPORT

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

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

7. "BEST OF SFS" (COMMUNITY SERVICES)

8. STATE OF THE CITY SPONSOR RECOGNITION (COMMUNITY SERVICES)

9. PROCLAMATION – RED RIBBON WEEK (PARKS & RECREATION)

10. UPDATE FROM THE WHOLE CHILD/THE RICHMAN GROUP (COMMUNITY DEVELOPMENT)

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 FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING – NONE

OLD BUSINESS

11. APPROVAL OF FACILITY USE AGREEMENT WITH EN FUEGO KIDS FOR ATHLETIC FIELDS AND FACILITY IMPROVEMENTS (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the attached Facility Use Agreement between the City of Santa Fe Springs and En Fuego Kids, allowing En Fuego Kids to use and make significant improvements to the athletic fields and facilities at Lake Center Athletic Park, and Santa Fe Springs Athletic Fields; and

2) Directs the City Attorney to make clarifying changes necessary to effectuate the intent of the Agreement; and

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

REGULAR BUSINESS

12. REPLACEMENT OPTIONS FOR THE SANTA FE SPRINGS ORANGE MURAL (BOX CAR) AT HERITAGE PARK (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Select a replacement option for the Santa Fe Springs Oranges Art Mural; and

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

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

13. MINUTES OF THE SEPTEMBER 17, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

14. 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

15. MINUTES OF THE SEPTEMBER 17, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

16. 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

17. MINUTES OF THE SEPTEMBER 17, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

18. MINUTES OF THE SEPTEMBER 17, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

19. MINUTES OF THE SEPTEMBER 17, 2024 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

20. APPOINTMENT OF REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Appoint Mayor Pro Tem Rounds as the Santa Fe Springs representative to the Board of Trustees of the Greater Los Angeles County Vector Control District for a term of 4 years beginning in January 2025.

21. RESOLUTION NO. 9932 – DESIGNATING THE CITY OF SANTA FE SPRINGS AS A PURPLE HEART CITY (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the attached resolution designating the City of Santa Fe Springs as a Purple Heart City, in recognition of the sacrifices made by members of the U.S. Armed Forces who have been wounded or killed in action while serving their country; and

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

22. SECOND READING OF ORDINANCE NO. 1146 – TO AMEND SECTIONS 155.003 (DEFINITIONS), 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM), 155.526 (COMPREHENSIVE SIGN PROGRAM REQUIREMENT FOR UNIFIED DEVELOPMENTS), 155.527 (WINDOW DISPLAYS), 155.536 (SIGN GUIDELINES), AND ADD SECTION 155.537 (STATIC POSTER BILLBOARD CONVERSION PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1146:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.003 (DEFINITIONS), 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM), 155.526 (COMPREHENSIVE SIGN PROGRAM REQUIREMENT FOR UNIFIED DEVELOPMENTS), 155.527 (WINDOW DISPLAYS), 155.536 (SIGN GUIDELINES), AND ADD SECTION 155.537 (STATIC POSTER BILLBOARD CONVERSION PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE.

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

23. APPROVAL OF ARTWORK FOR DAVE'S HOT CHICKEN RESTAURANT (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve Artwork for the Dave's Hot Chicken Restaurant; and

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

24. APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR PRINTING, GRAPHIC DESIGN, AND MAILING SERVICES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Approve a three (3) year agreement with Advantage Mailing (Advantage) in the amount of $50,000 annually (total amount shall not exceed $150,000); and

2) Approve a three (3) year agreement with DDWerks (DDWerks) in the amount of $80,000 annually (total amount shall not exceed $240,000); and

3) Approve a three (3) year agreement with Inkovation Inc.(Inkovation) in the amount of $80,000 annually (total amount shall not exceed $240,000); and

4) Approve a three (3) year agreement with Intergraphics Company (Intergraphics) in the amount of $80,000 annually (total amount shall not exceed $240,000); and

5) Approve a three (3) year agreement with Simpson Advertising (Simpson) in the amount of $50,000 annually (total amount shall not exceed $150,000); and

6) Authorize the City Manager to exercise the one (1) year extension option of each agreement, if needed; and

7) Take any additional related action necessary.

25. **MEASURE R FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY – AMENDMENT NO. 2 TO AGREEMENT MR315.42 (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 2 for Measure R Funding Agreement MR315.42 for Florence Avenue Widening Project, from Orr and Day to Pioneer Boulevard; and

2) Authorize the City Manager to execute Amendment No. 2; and

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

26. **MEASURE R FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY – AMENDMENT NO. 4 TO AGREEMENT MR315.40 (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 4 for Measure R Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection; and

2) Authorize the City Manager to execute Amendment No. 4; and

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

27. **TOWN CENTER HALL PAINTING AND FLOORING PROJECT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

1) Approve adding the Town Center Hall Painting and Flooring project to the Capital Improvement Program; and

2) Appropriate $175,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Town Center Hall Painting and Flooring Project; and

3) Authorize the City Engineer to advertise for construction bids; and

4) 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).

CLOSED SESSION CONTINUED – AS NEEDED

ADJOURNMENT

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

ITEM # 11

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: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **APPROVAL OF FACILITY USE AGREEMENT WITH EN FUEGO KIDS FOR ATHLETIC FIELDS AND FACILITY IMPROVEMENTS**

DATE: October 15, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the attached Facility Use Agreement between the City of Santa Fe Springs and En Fuego Kids, allowing En Fuego Kids to use and make significant improvements to the athletic fields and facilities at Lake Center Athletic Park, and Santa Fe Springs Athletic Fields; and

2) Directs the City Attorney to make clarifying changes necessary to effectuate the intent of the Agreement; and

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

FISCAL IMPACT

En Fuego Kids has committed over $3.6 million toward significant facility upgrades and renovations in Santa Fe Springs. Of this commitment, approximately $500,000 will be allocated to improvements at Lake Center Athletic Park and the Santa Fe Springs Athletic Fields, including upgrades to the infields, turf, irrigation systems, and other essential park amenities. The additional $3 million commitment will be directed toward En Fuego Kids proposed improvements at Little Lake Park, which will be presented to the City Council at a future meeting for further consideration.

While En Fuego Kids will cover the majority of the costs, the City will contribute to specific facility improvements when appropriate, ensuring the City retains a vested interest in the long-term quality and management of the facilities. These contributions will be reviewed on a case-by-case basis. Additionally, starting in 2026, the City will receive 30% of non-

collegiate adult sports registration revenue from En Fuego Kids, which will help offset future contributions and support recreational programs.

Furthermore, En Fuego Kids is actively seeking additional investors for potential future phased developments, which could further enhance the scope and quality of the athletic facilities. This approach to attracting outside investment will reduce the financial burden on the City while expanding the range of recreational opportunities available to the community.

BACKGROUND

The City of Santa Fe Springs has identified a growing need for enhanced recreational opportunities, particularly for youth and adult sports programs. On July 16, 2024, the City Council received a proposal from En Fuego Kids, a non-profit organization focused on providing youth development programs, particularly in baseball and softball. At that meeting, the City Council directed staff to engage in negotiations with En Fuego Kids to explore a potential partnership.

Following the Council's direction, staff worked closely with En Fuego Kids to develop a Facility Use Agreement that aligns with the City's goal to provide high-quality, inclusive athletic programs while ensuring the maintenance and improvement of key recreational facilities. In addition to facility improvements and management, En Fuego Kids will work collaboratively with community organizations, such as Metro Little League. This collaboration will further enhance the availability of athletic opportunities for all.

ANALYSIS

The proposed agreement with En Fuego Kids offers multiple benefits to the City and its residents. First, En Fuego Kids will invest $500,000 in facility renovations, which include upgrading turf, irrigation systems, fencing, and other amenities Lake Center Athletic Park, and the Santa Fe Springs Athletic Fields. These renovations will improve both the functionality and aesthetic appeal of the facilities, bringing them up to modern athletic standards.

Additionally, En Fuego Kids will contribute to responsibilities of daily field maintenance, including tasks such as mowing, edging, and irrigation, thereby reducing the City's operational workload and costs. The organization will also manage event programming and field scheduling, further streamlining operations. This ensures that the fields are optimally utilized while remaining well-maintained.

En Fuego Kids’ commitment to community engagement is also significant. The organization will collaborate with other local organizations, such as Metro Little League, to ensure that the fields are accessible to all community partners. This collaboration will not only increase the recreational opportunities available to residents but also foster a sense of shared ownership and responsibility for these public spaces.

Furthermore, starting in 2026, En Fuego Kids will share 30% of its non-collegiate adult sports registration revenue with the City, providing a financial benefit that can be reinvested into other recreational programs and facility improvements. This agreement presents a sustainable solution that balances facility improvements, community involvement, and financial benefits for the City.

ENVIRONMENTAL

There is no environmental impact associated with this action.

DISCUSSION

This agreement represents a strategic partnership between the City and En Fuego Kids, one that will bring lasting benefits to the community. The renovations will not only improve the physical state of athletic fields but will also expand recreational offerings for residents. The focus on youth development aligns with the City's goal to promote healthy, active lifestyles among its residents. Furthermore, the long-term maintenance commitments from En Fuego Kids will ensure that these improvements are sustainable without placing additional financial strain on the City.

Community engagement will be a priority during this process, with clear communication on scheduling, maintenance, and accessibility to the facilities. Staff will continue to monitor and collaborate with En Fuego Kids to ensure that all terms of the agreement are met and that the community continues to benefit from the partnership.

SUMMARY/NEXT STEPS

Upon approval of the Facility Use Agreement with En Fuego Kids, staff will work closely with the organization to ensure a smooth transition into their responsibilities for maintenance and facility improvements. Coordination between the City and En Fuego Kids will ensure that all scheduled renovations are carried out according to the agreed-upon timeline and standards. Staff will also monitor the progress of these improvements, ensuring compliance with the terms of the agreement while maintaining communication with community partners, such as Metro Little League, to ensure continued access to the facilities. Moving forward, the City and En Fuego Kids will collaborate on ongoing maintenance and programming efforts to maximize the benefit of these facilities for the community.

ATTACHMENT(S):

A. Use Agreement for Athletic Fields, Facilities, and Equipment

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

CITY OF SANTA FE SPRINGS

DEPARTMENT OF PARKS & RECREATION

USE AGREEMENT FOR ATHLETIC FIELDS, FACILITIES, AND EQUIPMENT

THIS USE AGREEMENT ("AGREEMENT") is made and entered into this ___ day of _____, 2024 ("EFFECTIVE DATE"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "CITY") and En Fuego Kids, a non-profit corporation duly organized and existing in the state of California (hereinafter referred to as "ORGANIZATION"). CITY and ORGANIZATION may be hereinafter individually referred to as "PARTY" collectively as the "PARTIES."

RECITALS

A. It is CITY's desire to serve the public interest of the community by providing programs of organized youth and adult sports; and

B. It is the CITY's desire to partner with an ORGANIZATION that has an "Everyone Plays" philosophy where registration is open and non-exclusive to any youth in the community; and

C. The goal and purpose of ORGANIZATION is to provide youth development programs to the youth of the community, focusing primarily on baseball and softball.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. INCOPORATION OF RECITALS

The Recitals of fact set forth above are true and correct and are incorporated into this AGREEMENT, in their entirety, by this reference.

1. TERM OF AGREEMENT

This AGREEMENT shall commence as of the EFFECTIVE DATE and remain in effect through December 31, 2034, unless terminated earlier at any time by either PARTY giving to the other PARTY at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to an additional five one-year periods upon mutual agreement of the PARTIES. Any extension of this AGREEMENT may administratively approved by the City Manager or designee.

2. USE OF PREMISES

A. CITY grants ORGANIZATION the right to use the following locations (collectively, the "SUBJECT FACILITIES"), subject to the terms and conditions of this AGREEMENT:

- Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs, including limited to the use of the athletic fields, food & beverage concession area (including snack bar & kitchen), and the adjoining multi-purpose room and storage room, as more specifically described in **Exhibit "H"**.
- Lake Center Athletic Park, located at 11641 Florence Avenue in Santa Fe Springs, limited to the use of athletic fields, and adjoining multi-purpose rooms. By entering into this AGREEMENT, ORGANIZATION acknowledges that a majority of the land comprising Lake Center Athletic Park is owned by Little Lake City School District (hereinafter the "DISTRICT") in which the CITY has entered into a joint-use agreement with the DISTRICT for use of the park. ORGANIZATION further acknowledges and agrees that use of this park shall be subject to the limitations and restrictions of the joint-use agreement between the CITY and the DISTRICT, which is incorporated into this AGREEMENT herein, as **Exhibit "I"**. ORGANIZATION further acknowledges that the CITY has an existing facility use agreement with Metro Little League, where Metro Little League has priority use of the fields and field space over ORGANIZATION based on Metro Little League's participation levels and demand for such facilities.

B. Use of the SUBJECT FACILITIES is subject to the procedures, rules, and requirements set forth in the following exhibits attached to this AGREEMENT and incorporated herein by this reference:

Exhibit "A": Facility Use Procedures and Rules
Exhibit "B": Facility Use Requirements
Exhibit "C": Organization's Responsibilities
Exhibit "D": Maintenance, Inspection, Improvements, and Signage
Exhibit "E": Conditions of Equipment Use
Exhibit "F": Payment and Performance Bond
Exhibit "G": Proposed Site Plans
Exhibit "H": Proposal from En Fuego Kids
Exhibit "I": Joint Use Agreement for Lake Center Athletic Park

These procedures, rules, and requirements are subject to revision from time to time by the CITY, at its sole election. CITY shall provide a copy of any revised exhibits to ORGANIZATION and such revised exhibit shall govern and replace the attached and be incorporated herein.

C. ORGANIZATION shall not permit the SUBJECT FACILITIES or any part thereof to be used for:

1. The conduct of any offensive, noisy or dangerous activity;
2. The creation or maintenance of a public nuisance;
3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the SUBJECT FACILITIES; or
4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

3. FEES

A. CITY may require a rental fee and/or a deposit from ORGANIZATION, with such fee or deposit, if any, memorialized in writing and incorporated by reference herein.

B. In the event SUBJECT FACILITIES is left damaged or littered, ORGANIZATION shall be charged for any and all janitorial and/or repair fees incurred by CITY as a result of same, and those fees shall be billed to ORGANIZATION. All invoices shall be paid within thirty (30) days of receipt.

4. DEFAULT, CURE AND TERMINATION

A. Default and Cure Procedures. Except as otherwise set forth in this AGREEMENT, in the event either PARTY fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have fifteen (15) days to cure the default; provided that, if the default cannot reasonably be cured within said fifteen (15) 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 risk to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary to mitigate the risk. Notwithstanding the foregoing, the non-defaulting 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 non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this AGREEMENT. Compliance with the provisions of this Section 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 default is not cured.

B. Termination for Default of the Organization. If termination of this AGREEMENT is due to the failure of the ORGANIZATION to comply with the terms and obligations under this AGREEMENT, ORGANIZATION shall immediately vacate the SUBJECT FACILITIES and shall have no further rights to use or occupy the SUBJECT FACILITIES under this AGREEMENT.

C. Reimbursement of Capital Improvement Expenditures. In the event this AGREEMENT is terminated for any reason prior to January 1, 2033, the CITY agrees to reimburse ORGANIZATION for One Hundred Percent (100%) of the value of capital improvement expenditures paid by the ORGNAIZATION with respect to the SUBJECT

FACILITIES between the EFFECTIVE DATE and December 31, 2029. ORGANIZATION shall submit evidence of payments and expenditures made for materials and labor for such capital improvements within sixty (60) days of the AGREEEMNT termination. The CITY reserves the right to request additional information to evidence that such expenditures or payments have been made. The CITY shall reimburse ORGANIZATION for such expenditures within one-hundred twenty (120) days of ORGNIZATION's submittal to the CITY. The reimbursement will be for the actual amounts paid by ORGANIZATION, without any adjustment or addition for interest or inflation.

D. Waivers. No delay or omission in the exercise of any right or remedy by a non-defaulting 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 any 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 any 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 this AGREEMENT.

5. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the necessary personnel to supervise and conduct the activities at the SUBJECT FACILITIES as set forth in this AGREEMENT and shall furnish and supply any and all equipment and material(s), which may be necessary for such activities conducted at the SUBJECT FACILITIES.

Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the CITY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this AGREEMENT.

6. LEGAL COMPLIANCE

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall, at all times, observe and comply with all such laws, ordinances and regulations. Neither CITY, nor its officers, officials, volunteers, attorneys, agents or employees, shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

7. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

A. This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the SUBJECT FACILITIES, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted ***shall not*** be assigned to any third party.

B. Any proposed removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the CITY. This shall include any proposed changes that would alter the design or appearance

of the existing landscape of the SUBJECT FACILITIES. No trees, shrubs, or ground covers shall be planted, trimmed, or removed without prior written consent from the CITY.

C. All requests for removal, alteration, or addition to any facility or grounds, or for construction and painting of any kind to existing structures must be submitted to the CITY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is/are needed.

D. Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting, or construction shall be solely at the discretion and with prior written consent of the CITY.

E. Nothing in this Section shall be interpreted as prohibiting the normal maintenance of the SUBJECT FACILITIES by the ORGANIZATION as specified in this Section. All improvements, alterations and additions to the SUBJECT FACILITIES or surrounding grounds shall become the sole property of CITY.

8. ORGANIZATION'S RESPONSIBILITIES

A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.

B. Modifications to Athletic Fields and Facilities. The removal, alteration, painting, or addition to any facility or grounds, and construction of any kind to existing structures must be approved by CITY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed, or removed without written consent from the CITY. Any requests to modify or improve athletic fields and facilities shall be submitted for approval to the CITY, or designated CITY department, at least sixty (60) days prior to the date of any proposed changes.

C. Fences and Advertising Materials. ORGANIZATION will not erect fences or advertising matter of any kind on CITY grounds without prior approval by the CITY.

D. Field Closures. From time to time, fields at the SUBJECT FACILITIES may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the CITY, at its sole election.

E. Inclement Weather Conditions. ORGANIZATION shall not use SUBJECT FACILITIES when facilities or fields are unplayable due to inclement weather, rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field(s) and termination of this AGREEMENT and ability to use the SUBJECT FACILITIES.

F. No altering of sprinklers without prior authorization.

G. Any damages to the SUBJECT FACILITIES or appurtenant CITY facilities caused by ORGANIZATION or its use of the SUBJECT FACILITIES, will be the

ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.

H. All locks must be standard CITY locks and must not be replaced by any other lock.

I. ORGANIZATION is responsible for cleaning areas used, including trash produced by league or ORGANIZATION.

J. ORGANIZATION is solely responsible for supervising and controlling all individuals at the SUBJECT FACILITIES during the use of the SUBJECT FACILITIES. This includes, but is not limited to, players, participants, referees, and spectators (collectively "ORGANIZATION GROUP"). CITY is not responsible for providing this supervision or for the acts of any ORGANIZATION GROUP member. However, CITY may evict any ORGANIZATION GROUP individual from the SUBJECT FACILITIES if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

K. ORGANIZATION will prohibit behavior or activity that is determined to be unsafe, a violation of park rules or unsportsmanlike conduct. Examples of unsportsmanlike conduct include, but are not limited to: aggressive, intimidating, abusive or threatening actions, cursing or fighting. Violators may be required to vacate the premises or may be subject to arrest.

L. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the SUBJECT FACILITIES is a material breach of this AGREEMENT, and will result in permanent loss of the privilege and use of the SUBJECT FACILITIES.

9. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

TO CITY:
City of Santa Fe Springs
Department of Parks & Recreation
11740 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Gus Hernandez, Director of Parks & Recreation

COURTESY COPY TO:
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue
12th Floor
Los Angeles, CA 90071
Attn: Rick Olivarez/Susie Altamirano

TO ORGANIZATION: En Fuego Kids
11955 Washington Pl.
Los Angeles, CA 90066
Attn: President, Alex Correa

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

10. ATTORNEYS' FEES

Should any litigation or other legal action be commenced between the PARTIES hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the PARTY may be entitled in law or equity, the prevailing PARTY in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorneys' fees.

11. GOVERNING LAW AND VENUE

This AGREEMENT will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided for by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the PARTIES hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. ASSIGNMENT

The capability, reputation and mission of the ORGANIZATION are a substantial inducement for the CITY to enter into this AGREEMENT. Neither this AGREEMENT nor any interest, duties, rights or obligations under this AGREEMENT, or portion thereof, may be transferred, conveyed, or assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of CITY. In the event of such unapproved transfer, this AGREEMENT shall become null and void.

13. INSURANCE

A. ORGANIZATION shall maintain insurance throughout the term of this AGREEMENT in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required in the amount of Two Million Dollars ($2,000,000 USD), and subject to coverage described herein. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to CITY.

C. ORGANIZATION shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this AGREEMENT as if set forth herein, but in no event shall provide combined single limits of coverage of not less than $2,000,000 per occurrence, $4,000,000 general aggregate, automobile liability $5,000,000 per claim combined single limit. Workers' compensation statutory limits and employer's liability $1,000,000 per accident or disease. Coverage shall be endorsed to waive subrogation against the CITY and its officers, officials, employees, and volunteers. ORGANIZATION hereby waives its own right of subrogation against the CITY. There shall be no cross liability exclusion for claims or suits by one insured against another.

D. General Insurance Requirements.

1. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:

2. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.

3. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

4. All insurance coverage and limits provided by ORGANIZATION and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.

5. None of the coverage 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 CITY and approved of in writing.

6. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

7. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, at its sole election. ORGANIZATION shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect CITY’s protection without CITY’s prior written consent.

8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION’s general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium or otherwise terminate this AGREEMENT. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY’s sole election.

9. Certificate(s) are to reflect that the insurer will provide 30-days written notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “attempt” (as opposed to being required) to comply with the requirements of the certificate.

10. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.

11. ORGANIZATION agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION 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.

12. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.

13. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.

14. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.

15. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

16. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.

17. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured

endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

E. ORGANIZATION agrees to provide immediate notice to CITY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

14. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless CITY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, officials, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from or relating in any way to ORGANIZATION'S use of the SUBJECT FACILITIES. It is further agreed, ORGANIZATION's obligation to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on

the part of CITY, its City Council, each member thereof, present and future, or its officers, officials, agents, employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents relating to ORGANIZATION's use of the SUBJECT FACILITIES under this AGREEMENT. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the use encompassed by this AGREEMENT, and upon demand by CITY, ORGANIZATION shall have an immediate duty to defend CITY at ORGANIZATION's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorneys' fees and costs incurred in the defense of such matters. Notwithstanding anything to the contrary in this AGREEMENT, the obligations and responsibilities under this Section shall survive the expiration or termination of this AGREEMENT.

15. RISK OF LOSS

CITY shall not be responsible for loss or damage to property, material, or equipment belonging to ORGANIZATION, its agents, employees, volunteers, suppliers, or anyone directly or indirectly employed by ORGANIZATION during the ORGANIZATION's use of the SUBJECT FACILITIES.

16. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

By signing this AGREEMENT, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the SUBJECT FACILITIES to itself and all of its participants, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 14 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

17. INSPECTION

A. ORGANIZATION shall inspect the SUBJECT FACILITIES prior to each use to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators, and/or any other person who is at the SUBJECT FACILITIES as part of the ORGANIZATION's use of the SUBJECT FACILITIES. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that the CITY has reasonably sufficient time to warn others of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the SUBJECT FACILITIES. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

B. CITY shall have the right to enter the SUBJECT FACILITIES utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the party of the CITY to inspect the SUBJECT FACILITIES for defects or hazards under this Section.

18. INDEPENDENT CONTRACTOR

Neither the CITY nor any of its employees shall have any control over the manner, mode or means by which ORGANIZATION, 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 ORGANIZATION's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. ORGANIZATION 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. ORGANIZATION 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 ORGANIZATION in its business or otherwise or a joint venture or a member of any joint enterprise with ORGANIZATION.

19. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT, together with the incorporated exhibits, supersede any and all agreements, either oral or written, between the PARTIES hereto with respect to the use of the SUBJECT FACILITIES by ORGANIZATION and contains all of the covenants and conditions between the PARTIES with respect to the use of the SUBJECT FACILITIES. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the PARTIES. Unless otherwise provided in this AGREEMENT, modification of this AGREEMENT can only be made in writing, signed by both PARTIES to this AGREEMENT.

20. 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.

20. 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.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The individuals 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.

22. ELECTRONIC SIGNATURES

The PARTIES acknowledge and agree that execution of this AGREEMENT by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[*SIGNATURES ON NEXT PAGE*]

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

[If ORGANIZATION 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).]

En Fuego Kids
A non-profit corporation

By:_____ By:_____

_____ _____
Print Name Print Name

_____ _____
Title Title

CITY OF SANTA FE SPRINGS
A municipal corporation

_____
Jay Sarno
Mayor

ATTEST:

_____
Fernando Muñoz,
Deputy City Clerk

APPROVED AS TO FORM:

_____
Rick Olivarez
City Attorney

EXHIBIT A – FACILITY USE PROCEDURES AND RULES

A. ORGANIZATION will have operating rights to schedule activities at the SUBJECT FACILITIES, in coordination with the CITY to ensure a balanced schedule that accommodates both CITY functions and ORGANIZATION events.

B. The ORGANIZATION will provide a proposed schedule to the CITY at least sixty (60) days in advance.

C. The CITY retains the right to reserve the SUBJECT FACILITIES for CITY-sponsored events with a minimum of sixty (60) days' notice.

D. The ORGANIZATION will have priority access to the fields for their scheduled programs and events (exception: Lake Center Athletic Park, where Metro Little League retains priority).

E. Public access to the park will be maintained at all times, except during scheduled ORGANIZATION events.

F. All users must adhere to the posted park rules and regulations.

G. No alcohol, smoking, or unauthorized vehicles are allowed on the premises, unless authorized by the Department of Parks & Recreation.

H. ABC Permit Requirement:
    a. ORGANIZATION acknowledges that any sale of alcoholic beverages at any event shall require a valid permit issued by the California Department of Alcoholic Beverage Control ("ABC Permit").
    b. ORGANIZATION shall be responsible for obtaining and maintaining a valid ABC Permit for the duration of any event.
    c. ORGANIZATION agrees that all alcoholic beverages served at any event shall be dispensed solely by a licensed bartender who holds the necessary certification or license to serve alcohol within the State of California.
    d. ORGANIZATION shall ensure that each bartender providing service at the Event has completed all legally required training, including but not limited to the Responsible Beverage Service Training (“RBS”).
    e. ORGANIZATION agrees to comply with all federal, state, and local laws and regulations governing the sale and service of alcohol, including but not limited to, ensuring that no alcohol is sold or served to any person under the age of 21, or to any person who is visibly intoxicated.

I. The SUBJECT FACILITIES must be left clean and in good condition after each use.

J. All participants, coaches, instructors, and spectators are expected to demonstrate good sportsmanship and respect towards others.

K. Any incidents of misconduct or rule violations must be reported to the CITY immediately.

L. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined collaboratively between the CITY and ORGANIZATION.

M. Any damages to the SUBJECT FACILITIES or appurtenant CITY facilities caused by ORGANIZATION or its use of the SUBJECT FACILITIES, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.

N. CITY will provide keys and/or alarms to ORGANIZATION.

O. CITY will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on CITY property.

EXHIBIT B – FACILITY USE REQUIREMENTS

CITY must receive the following in order for ORGANIZATION to begin using the SUBJECT FACILITIES:

A. The ORGANIZATION must have an emergency action plan in place and communicate this plan to all participants and staff.

B. First aid kits and AEDs must be available at the SUBJECT FACILITIES during events.

C. Complete list of names, addresses and telephone numbers of the current Board of Directors, employees, or other responsible persons of ORGANIZATION.

D. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated CITY staff. All correspondence will be made through liaison. Requests made by any other member of the ORGANIZATION will not be honored until confirmation has been received by liaison or designee.

E. One copy of the Certificate of Insurance ($2,000,000 liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured. Insurance documents must be submitted ten (10) days prior to expiration.

F. Financial Statements: The ORGANIZATION must submit financial statements for the most recent two (2) years. Audited financial statements are preferred. Financial statements must include, at a minimum:
    a. Balance Sheet
    b. Income Statement
    c. Statement of Cash Flows
    d. Footnotes to the Financial Statements
    e. A copy of the Certified Public Accountant's opinion regarding the financial statements submitted
    f. A copy of the current annual report (if available)
    g. A discussion of contingent liabilities or other known financial risks.

G. Scope of Financial Statements: The financial statements must pertain to the specific business unit(s) or division responsible for the execution of the agreement.
    a. If a division of a parent organization is responsible for the work and the parent organization is financially accountable for its operations, the parent organization's audited financial statements may suffice, provided legal documentation is submitted to confirm the relationship and financial responsibility.
    b. If the division or subsidiary performing the work is not financially supported by the parent organization, audited financial statements of the parent organization will not be considered sufficient. In such cases, a

written supplement from the parent organization's CPA firm, addressing the subsidiary's financial standing, must be provided.

H. Performance Bond: As further evidence of financial responsibility, the ORGANIZATION must submit a performance bond or certified check in the amount of $3,000,000 with the proposal. Failure to submit this bond or certified check, made payable to the "City of Santa Fe Springs," may result in rejection of the proposal as non-responsive.
    a. The performance bond serves as a guarantee that all provisions of the AGREEMENT will be fulfilled.
    b. Bonds or certified checks will be returned to unsuccessful proposers upon award of the AGREEMENT by the CITY.
    c. The performance bond must be issued by a corporate surety licensed and authorized to do business in the State of California.

EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES

A. ORGANIZATION will, at its own expense, make improvements to Lake Center Athletic Park and the Santa Fe Springs Athletic Fields that are listed in the proposal submitted by ORGANIZATION no less than $3,606,886 (Exhibit "D").

B. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.

C. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.

D. ORGANIZATION is responsible for regulating the conduct of its staff, board members, coaches, instructors, players, and parents while using the SUBJECT FACILITIES.

E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.

F. ORGANIZATION will provide completed City Volunteer Applications for any volunteer that participates in renovation projects or performs any type of work.

G. ORGANIZATION is responsible for providing and maintaining all necessary sports equipment.

H. The ORGANIZATION, at their expense, will also maintain any additional equipment such as PA systems and scoreboards, digital screens, netting, or fencing.

I. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.

J. The ORGANIZATION will manage all aspects of their events, including registration, staffing, supervision, and, if required by the CITY, security.

K. The ORGANIZATION will ensure that all events comply with CITY regulations and policies.

L. The ORGANIZATION will operate a youth recreation-based baseball league softball league, that has an “Everyone Plays” philosophy, on an annual basis and that prioritizes residents of Santa Fe Springs.

M. The ORGANIZATION will offer a resident discount to ensure affordability for local participants of the youth recreation-based softball league.

N. ORGANIZATION will manage all aspects of the program, including league marketing, registration, coaching, training, league operations, and daily field preparation at their own expense.
    1. Daily field preparation includes, but is not limited to, chalking and watering the fields.

O. The ORGANIZATION will operate an adult slow pitch recreation-based softball league on a year-round basis that prioritizes residents of Santa Fe Springs.

P. The ORGANIZATION will share 30% the revenue of adult sports non-collegiate registration with the CITY, beginning in calendar year 2026. Payments will be made to the CITY on an annual basis.

Q. The ORGANIZATION is responsible for post-event cleanup, ensuring the SUBJECT FACILITIES is left in good condition.

R. Any ORGANIZATION mail shall be made to the ORGANIZATION's PO Box, or headquarter mailing address.

S. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the SUBJECT FACILITIES, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the SUBJECT FACILITIES.

EXHIBIT D – MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

MAINTENANCE

A. ORGANIZATION, at their own expense, will renovate Fields #1, #2, and #3 at Lake Center Athletic Park and Field #1 and #2 and the Santa Fe Springs Athletic Fields. This renovation includes, but is not limited to:
    a. Fraise mowing
    b. Leveling surfaces
    c. Adding topsoil
    d. Upgrading irrigation controllers, lines, and sprinklers
    e. Installing home plates and base anchors
    f. Adding soil amendments
    g. Adding fertilizer

B. In addition to the field renovations, En Fuego Kids plans to upgrade certain amenities at their own expense, including:
    a. Installing new padding on the outfield fencing
    b. Replacing chain-link fence with netting
    c. Upgrading the existing sound equipment

C. Where irrigation controllers are cellular based, the CITY will pay for the monthly cellular costs.

D. ORGANIZATION agrees to provide structural engineer drawings of improvements made to SUBJECT FACILITIES, at ORGANIZATION's expense.

E. The CITY will provide large dumpster bins for green waste disposal and will handle all green waste disposal.

F. ORGANIZATION is responsible for regular maintenance activities that will include field upkeep and trash collection in dugouts, concourses, and bleacher areas.

G. ORGANIZATION is responsible repairing or replacing any equipment, or amenities that they have repaired or replaced, including but not limited to:
    a. Irrigation clocks
    b. Netting
    c. Fencing
    d. Scoreboards

H. Ongoing Maintenance Tasks performed by ORGANIZATION at their expense:
    a. Mowing
        i. Frequency: Mow the grass 6 times per week.
        ii. Height: Maintain the grass height between 0.5 to 2 inches, adjusting based on the specific type of grass and weather conditions.
        iii. Equipment: Use commercial-grade front throw reel mowers with sharp blades to ensure a clean cut and prevent damage to the grass.

These mowers should be dedicated exclusively to this facility to ensure consistent quality and minimize wear and tear.

b. Edging and Trimming:
    i. Edging: Edge the grass along the infield, base paths, and warning tracks weekly to maintain clean, defined borders.
    ii. Trimming: Trim around fences, dugouts, and other obstacles to ensure uniform grass height and appearance.
    iii. Equipment: Dedicated commercial blade edger with a metal blade.
c. Irrigation
    i. Frequency: Water the grass 2-6 times per week, depending on weather conditions and soil moisture levels.
    ii. Irrigation Controller Maintenance: Inspect and maintain the irrigation system regularly to ensure even coverage and prevent overwatering or dry spots.
d. Fertilization:
    i. Schedule: Apply a balanced, slow-release fertilizer 3-5 times per year, with adjustments based on soil tests and seasonal needs.
    ii. Application: Evenly distribute the fertilizer across all fields to promote consistent growth and color.
    iii. Nutrient Monitoring: Conduct soil tests twice a year to monitor nutrient levels and adjust the fertilization plan as needed.
    iv. Safety: Ensure that any fertilizers used are safe for use on school grounds and meet all local and state regulations regarding the application of chemicals in areas frequented by children.
e. Aeration and Overseeding
    i. Aeration: Perform core aeration a minimum of 4 times a year to reduce soil compaction and improve water and nutrient penetration. We recommend to aerate minimum 4- times per year and apply the fertilizer right after.
    ii. Overseeding: Overseed the fields annually with winter rye grass in the fall to ensure a thick, healthy turf and fill in any bare or thin spots.
f. Pest and Weed Control:
    i. Weed Management: Apply pre-emergent and post-emergent herbicides as needed to control weeds. Regularly inspect the fields for weed growth and remove any persistent weeds manually.
    ii. Pest Control: Monitor the fields for signs of pest infestations. Apply appropriate pesticides as necessary, following all safety guidelines and environmental regulations.
    iii. Fertilizer and Fungicide applications should be implemented monthly. Fertilizers can be granular or liquids. Fungicides are based on any diseases identified in the turf.
    iv. Safety: All pesticides and herbicides used must be approved for use on school properties, ensuring they are safe for children and meet all relevant safety standards.
g. Repairs and Renovations:
    i. Sod Replacement: Replace damaged or dead grass areas with new sod as needed.

ii. Topdressing: Apply a topdressing mix of sand and soil to level out uneven areas and improve drainage.

h. Quality Assurance:
    i. Conduct weekly inspections of the fields to assess grass health, growth, and overall field conditions.
    ii. Maintain records of all maintenance activities, including mowing, fertilization, irrigation, and pest control.
    iii. Provide quarterly reports detailing the status of the grass, any issues encountered, and the actions taken to address them.

i. Concession Stand Operations:
    i. EnFuegoU will operate the concession stand during the fall recreation baseball program, when Metro Little League is not using the concession stand.

I. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the SUBJECT FACILITIES during ORGANIZATION's use of the SUBJECT FACILITIES.

J. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.

K. ORGANIZATION is responsible for the SUBJECT FACILITIES being free of trash and/or debris caused by group usage upon conclusion of each day's use.

L. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area, office, and concession area (including snack bar & kitchen).

M. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to CITY immediately. Any equipment that is owned by ORGANIZATION shall be maintained by the ORGANIZATION at the ORGANIZATION'S expense. Any equipment that is owned by the CITY shall be maintained by the CITY.

INSPECTION

A. ORGANIZATION and CITY shall conduct a joint safety walk to inspect the SUBJECT FACILITIES prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the SUBJECT FACILITIES as part of ORGANIZATION's use of the SUBJECT FACILITIES. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that CITY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the SUBJECT FACILITIES. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely

responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

B. CITY shall have the right to enter the SUBJECT FACILITIES utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the part of CITY to inspect the SUBJECT FACILITIES for defects or hazards under subsection A above.

IMPROVEMENTS

A. Outside of the scope of the proposal (Exhibit "H"), the removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the SUBJECT FACILITIES. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.

B. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Department of Parks and Recreation, at least sixty (60) days prior to the date of any proposed changes.

C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.

D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the SUBJECT FACILITIES by ORGANIZATION as specified herein.

E. All alterations and additions to the SUBJECT FACILITIES or surrounding grounds shall be the property of CITY.

SIGNAGE

No signs shall be raised on the SUBJECT FACILITIES described herein unless prior written approval is obtained from CITY. Such a request for approval shall be directed to the Department of Parks and Recreation. Any banners that are damaged, vandalized, or outdated (dates have passed), must be removed by ORGANIZATION in a timely manner. Temporary reservation of parking spaces is allowed but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.

EXHIBIT E – CONDITIONS OF EQUIPMENT USE

A. Equipment:
   a. ORGANIZATION may utilize a CITY owned John Deere 2653B PrecisionCut Mower, an edger, drag mat, and related accessories for the purpose of maintaining the SUBJECT FACILITIES.

B. Use Period:
   a. The use period of use shall term of the AGREEMENT.

C. Maintenance and Operation:
   a. ORGANIZATION shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subject to careless, unusually or needlessly rough usage.
   b. CITY shall, at their own expense, maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition.

D. Repairs:
   a. The expense of all repairs made during ORGANIZATION's use of said equipment, including labor, material, parts and other items shall be paid in equal shares by the ORGANIZATION and CITY.

E. Operators:
   a. All users and operators shall be competent, properly trained and employees of the ORGANIZATION.

F. Disclaimer of Warranties:
   a. CITY, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILTIY, ITS DESIGN, ITS CAPAAGENCY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OF SPECIAL METHODS. CITY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE OR INJURY TO ORGANIZATION OR THIRD PARTIES AS A REUSLT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIMENT. ORGANIZATION ACCEPTS THE EQUIPMENT "AS IS". CITY SHALL NOT BE LIABLE IN ANY EVENT TO ORGANIZATION FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY, LEASED OR ACCIDENTAL BREAKAGE THEREOF.

G. Indemnity:
   a. ORGANIZATION shall indemnify, defend, and hold harmless CITY, its officers, officials, employees, volunteers, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, costs, expenses, or damages, including liability for injuries or illnesses to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with ORGANIZATION's use of equipment, unless solely caused by the gross negligence or willful misconduct of CITY, its officers, officials, employees, volunteers, or agents. In the event CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from ORGANIZATION's use of the equipment, ORGANIZATION shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the CITY indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

EXHIBIT F – PAYMENT AND PERFORMANCE BOND

A. Payment and performance bonds:
Within the time period set forth in the contract documents and prior to commencing the work on the project, the ORGANIZATION shall file with the CITY good and sufficient labor and material payment bond and performance bond in the amount of one hundred percent (100%) of the contract sum covering performance of the work other than the professional design services portion of the work. The performance bond and payment bond shall be in the form required by the contract documents. The amounts of the payment bond and performance bond shall be increased as, when and in the amount of any change orders that are executed increasing the contract sum, the ORGANIZATION shall, upon request by the CITY, provide evidence of such increases. Should the payment bond or performance bond or any surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten days by a bond that fully complies with the requirements of this paragraph. No further payments to the ORGANIZATION for the work performed shall be made or due until the ORGANIZATION has fully complied with the requirements of this paragraph.

B. Other provisions and requirements
   a. Duration. The payment bond shall remain in effect until acceptance of the work and payment of all stop notices and claims by the ORGANIZATION or the subcontractors, of any tier, have been satisfied. The performance bond shall remain in effect and assure faithful performance of all the ORGANIZATION's obligations under the contract documents, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, the ORGANIZATION's warranty, commissioning, and indemnity obligations.
   b. Surety. At the time the AGREEMENT is signed and at all times thereafter until final payment has been made by the CITY, the surety on the payment and performance bond shall be an admitted surety and the surety on the performance bond shall be licensed in the State of California, in good standing with the California Department of Insurance, and having an AM Best Insurance Rating of not less than A-VI.
   c. Premiums. The premiums for all bonds are included in the contract sum and shall be paid by the ORGANIZATION. It is California law that the premium (cost) of the bond should appear in the right-hand corner of the original bond, so the obligee knows the true cost of the bond.
   d. Obligee. The payment bond and performance bond shall each name the CITY as obligee. This can be a requirement if the CITY is paying for the subcontract bonds, which is usually not the case.
   e. No exoneration. Changes, change orders, unilateral change orders, field orders, modifications and adjustments to the contract sum or contract time shall in no way release or exonerate the ORGANIZATION or its surety from their obligations, and notice thereof shall be waived by the surety. The foregoing provision shall be included in the terms of the payment bond, performance bond and any bonds obtained by the subcontractors.

f. Communications. The CITY shall have the right to communicate with the ORGANIZATION's sureties with respect to matters that are related to the ORGANIZATION's performance of its obligations under the contract documents. The ORGANIZATION shall be provided with a copy of all such written communications. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the surety. The name, address and phone number of the surety contact should be required in the bond; this makes communication easier for the obligee and to know how to submit a claim.

g. No limitation. The requirements shall be without limitation to any other obligations the ORGANIZATION may have under applicable law to provide bonding for the benefit of and to assure payment to the subcontractors or subconsultants performing the work for the project.

EXHIBIT G – PROPOSED SITE PLAN



CITY OF SANTA FE SPRINGS **Santa Fe Springs Athletic Fields** *Concept Plan*

EXHIBIT H – PROPOSAL FROM ENFUEGOU

Santa Fe Springs Proposal

I. LETTER OF TRANSMITTAL

June 21, 2024

To the City Council of Santa Fe Springs,

I am pleased to submit our proposal for the enhancement of both Santa Fe Springs Athletic Fields and Little Lake Park, as presented by En Fuego U. We are thrilled about the opportunity to collaborate with the city and bring our vision for premier local sports to life.

En Fuego U is committed to providing exceptional recreational opportunities for the community, with a particular focus on youth sports development and fostering community engagement. We firmly believe that the revitalization of these fields perfectly aligns with our mission and objectives.

We eagerly anticipate the possibility of working together to create a vibrant and inclusive space for the residents of Santa Fe Springs to enjoy for generations to come. Should you require any further information or clarification, please do not hesitate to contact me using the details provided below.

Sincerely,

Alex Corral

CEO, En Fuego U
Alex@enfuegou.com

www.enfuegou.com

INTRODUCTION

At En Fuego U, we are passionate about bringing competitive youth sports back to our local communities. Our commitment extends beyond sports performance; we focus on developing well-rounded student-athletes and fostering academic growth and leadership skills that lay the foundation for future community leaders. Additionally, we believe in the power of sports to promote social growth, imparting vital life lessons such as teamwork and discipline to all children. We aim to create rewarding experiences for every participant, cultivating a fun and encouraging environment where kids can build confidence and develop a lifelong passion for sports.

SANTA FE SPRINGS ATHLETIC FIELD

I. PROJECT OVERVIEW

We propose the following enhancements of Santa Fe Springs Athletic Fields, located at 9720 Pioneer Blvd, Santa Fe Springs, CA 90670. The specific components of the project include:

Renovation of Existing Fields:

- **Leveling and Resurfacing:**
  - All existing softball fields will be leveled and resurfaced to ensure optimal playing conditions.
- **New Dirt and Sod:**
  - Fresh dirt and new sod will be installed for the grass areas to enhance the playing surface and aesthetics. The excavation will not exceed 48" below ground due to contamination 4' below the surface.
- **Field Amenities Upgrades:**
  - **PA System:** Installing a new, state-of-the-art public address system for announcements and entertainment.
  - **Upgraded Dugouts and Bleachers:** Enhancing dugouts and bleachers to provide better comfort and facilities for players and spectators.
- **Renovation of Hitting Facility:**
  - Renovating the existing hitting facility in the northeast corner of the complex. The facility structure would comprise 4 hitting cages with dimensions of 50-70 feet long by 14 feet wide by 12 feet high.
  - **Features:**
    - Metal posts
    - High quality, UV-resistant netting material
    - Turf flooring

II. Itemized Improvements:

- **Grass:** 31,185.85 (sq. Feet) For our outfield wall dimensions ($3 per square foot).
    - **Cost:** $93,557.00
- **Dirt:** 6,837 (sq. Feet)
    - **Cost:** $2,225.66
- **Turf:** 38,022 (sq. Feet) For our outfield wall dimensions ($9 per square foot).
    - **Cost:** $342,198.00
- **Dugout Structures (2):** 30'-40' Prefabricated steel roof dugouts provide sun and shelter to your players and are designed to meet International Building Code (IBC). These 10 ft deep dugouts are constructed of maintenance-free materials.
    - **Cost:** $25,920.00
- **Dugout Padding:** Padding around exposed poles and netting to provide protection from foul balls.
    - **Cost:** $21,499.00
- **Dugout Bench (2):** Portable mount with backrests, constructed with aluminum material 21'L.
    - **Cost:** $3,398.00
- **Fencing for Whole Field:** Chain Link PVC Coated Wire (370LF at 8ft Height and 420 LF at 4.5ft Height).
    - **Cost:** $2,041.01
- **Padding for Whole Field:**
    - **Cost:** $50,000
- **Padding for Outfield Wall Fence:** 18 oz. outdoor vinyl covering 3" 1580 polyurethane foam 1.5" vinyl flaps with stainless steel grommets attached to fence with 14" cable ties.
    - **Cost:** $42,900.00
- **Fencing for Backstop:** 25' or >
    - **Cost:** $30,525.00
- **Padding for Backstop/Infield:** 18 oz. outdoor vinyl covering 3" 1580 polyurethane foam 1.5" vinyl flaps with stainless steel grommets attached to fence with 14" cable ties.
    - **Cost:** $27,765.00
- **Tension Netting System Backstop:** Tension netting system with integrated wall pad backstops.
    - **Cost:** $74,055.00
- **Bleachers (2):** Bleachers for 50 seats, 5 row bleacher with aisle and risers.
    - **Cost:** $24,800.00
- **Stands (2):** Bleachers for 182 seats, 10 row bleacher with aisle and risers.
    - **Cost:** $56,598.00
- **Mound:** 6 inch fiberglass portable game junior mound.
    - **Cost:** $1,545.00
- **Bases:** 3 base set.
    - **Cost**: $325.00
- **Safety Base for 1st Base:** Includes both white and orange base.
    - **Cost:** $290.00
- **Home Plate:** 17" home plate with anchor.
    - **Cost:** $129.00
- **Foul Poles:** 20' or < sold in pairs.
    - **Cost:** $2,069.00
- **Batting Cages (2):** Softball 55'L x 14'H Single Standard
    - **Cost:** $23,518.00

GRAND TOTAL (GRASS): $360,470.67

GRAND TOTAL (TURF): $606,886.01

Possible Extras:

- **Press Box:** Permanent and portable (on the smaller end).
  - **Cost:** $23,500.00
- **Drinking Fountain (2):**
  - **Cost:** $9,992.40
- **Hydration Station:** Portable 50 gallon water hydration station with 8 fill stations.
  - **Cost:** $4,799.00
- **Break Away Portable Fence:** 150' for center, right, and left field (pinto age division).
  - **Cost:** $576.00

GRAND TOTAL W/EXTRAS (GRASS): $399,338.07

GRAND TOTAL W/EXTRAS (TURF): $645,753.41

Possible Extras:

- **Press Box:** Permanent and portable (on the smaller end).
  - **Cost:** $21,362.00
- **Drinking Fountain (2):**
  - **Cost:** $5,120.00
- **Hydration Station:** Portable 50 gallon water hydration station.
  - **Cost:** $3,605.00
- **Break Away Portable Fence:** 150' for center, right, and left field (pinto age division).
  - **Cost:** $950.00

Construction of New Fields and Concession Stands:

1. **Two New Professional-Level Playing Fields:**
   - **Location:** In the other two corners of the complex (opposite the existing fields).
     - See Appendix 1 for schematics
   - **Features:**
     - Same size as the existing fields.
     - Dugouts with ample amenities for teams.
     - PA system for announcements and music.
2. **Future Plans for Turf Installation:**
   - Temporary fences will be installed for all four fields initially.
   - Turf installation is planned for a couple of years down the line, contingent upon the success and growth of the partnership and environmental regulations around turf fields.

Projected Project Timeline:

- **Start Date:** August 15, 2024 (contingent on city approval; the timeline may shift based on this factor)
- **Completion Date:** February 8, 2025

III. OPERATING AGREEMENT

En Fuego U is seeking a long term operating agreement of at least 25 years with the City of Santa Fe Springs. Under this agreement, En Fuego U will have priority access to the field for its programs and events. The city can still schedule local events, ensuring the park remains a vibrant community space.

IV. MAINTENANCE PLAN

En Fuego U will implement a comprehensive maintenance program at the park to ensure that it remains safe, clean, and well-maintained at all times. This includes regular field maintenance, facility repairs, and sanitation protocols to uphold the highest standards of hygiene and safety.

En Fuego U: We will maintain all playing field surfaces, and propose joint maintenance of park areas that are not within the playing fields. We are committed to maintaining the fields to the highest standards to ensure optimal playing conditions.

If the city has an existing passionate maintenance crew, we will retain them and provide training and instructions on how to maintain our fields. This collaborative approach ensures continuity and leverages the existing expertise of the city's maintenance staff while adhering to the high standards we envision for the park.

V. YOUTH SOFTBALL LEAGUE INITIATIVE

As part of our commitment to fostering youth sports, En Fuego U proposes the establishment of a Youth Softball League at Santa Fe Springs Athletic Fields. This initiative includes:

1. **League Organization and Management:**
    - En Fuego U will organize and manage the youth softball league, ensuring a structured and competitive environment for participants. A distinguishing component of our program is that no player will be turned away and we will accommodate players of all skill levels.
    - Recruiting and training local college student-athletes and community volunteers to serve as coaches, providing high-quality instruction and mentorship to the young athletes.
2. **Seasonal Schedules and Events:**
    - The league will operate on a seasonal schedule, with regular games and practice sessions.
    - Special events, such as skills clinics and tournaments, will be held to enhance the players' development and engagement.
3. **Community Involvement:**
    - Actively involving the community by encouraging local businesses to sponsor teams and events, fostering a sense of ownership and pride in the league.
    - Promoting parent and volunteer involvement to ensure a supportive and inclusive environment for all participants.
4. **Facility Usage:**

- Primarily utilizing the renovated fields at Santa Fe Springs Athletic Fields, ensuring that the upgraded facilities are used to their full potential.
- Scheduling additional practice sessions and events as needed, maximizing the availability of the park's resources.

VI. PARK PUBLIC USE

En Fuego U is committed to fostering community engagement and accessibility to the park's facilities. The park will be open to the public 24/7, allowing residents to enjoy its amenities at their convenience. While the field may be reserved for use by En Fuego U or other local teams during specific times, the park itself will remain accessible for various recreational activities such as walking, jogging, picnicking, and more. We believe that providing round-the-clock access to the park promotes inclusivity and encourages residents to make the most of these valuable community resources.

LITTLE LAKE PARK

I. PROJECT OVERVIEW

We propose the transformation of Little Lake Park, located at 10900 Pioneer Blvd, Santa Fe Springs, CA 90670, into a premier sports center with both a baseball and softball stadium. The specific components of the project include:

Total Investment: $3,000,000.00

Baseball Stadium:

- **Playing Surface:**
  - Installation of top-tier A-grade surfaces for the baseball field.
- **Stadium Amenities:**
  - Protective fence padding, dugouts, large stands, and bleachers.
  - Scoreboards and a state-of-the-art PA system.
  - Concession stands providing a variety of food and beverages.
  - Locker rooms for teams, including showers.
  - JumboTron for live game coverage and announcements.

Softball Stadium:

- **Playing Surface:**
  - Installation of top-tier A-grade surfaces for the softball field.
- **Stadium Amenities:**
  - Protective fence padding, dugouts, large stands, and bleachers.
  - Scoreboards and a state-of-the-art PA system.
  - Concession stands providing a variety of food and beverages.
  - Locker rooms for teams.
  - JumboTron for live game coverage and announcements.

Projected Project Timeline:

- **Start Date:** August 15, 2024 (contingent on city approval; the timeline may shift based on this factor)
- **Completion Date:** September 1, 2025

II. OPERATING AGREEMENT

En Fuego U is seeking a 25-year operating agreement with the City of Santa Fe Springs. Under this agreement, En Fuego U will have priority access to the stadiums for its programs and events. The city can still schedule local events, ensuring the park remains a vibrant community space.

III. ROUTINE PARK MAINTENANCE

We will implement comprehensive maintenance programs at the park to ensure that it remains safe, clean, and well-maintained at all times. This includes regular turf maintenance, facility repairs, and sanitation protocols to uphold the highest standards of hygiene and safety.

En FUego U: We will maintain all playing field surfaces, and propose joint maintenance of park areas that are not within the playing fields. We are committed to maintaining the fields to the highest standards to ensure optimal playing conditions.

If the city has an existing passionate maintenance crew, we will retain them and provide training and instructions on how to maintain our fields. This collaborative approach ensures continuity and leverages the existing expertise of the city's maintenance staff while adhering to the high standards we envision for the park.

IX. HONORING CITY-SCHEDULED EVENTS

We are committed to honoring events already scheduled by the city at Little Lake Park. Through open communication and flexibility, we ensure seamless integration of our proposed activities alongside those planned by the city, enhancing the overall recreational experience for park users.

X. FIELD RENTALS FOR TEAM PRACTICE

En Fuego U will offer affordable field rentals for team practice sessions, providing local sports organizations with access to top-tier facilities and resources. We are committed to supporting the development of youth athletes and fostering a culture of excellence in sportsmanship and teamwork.

BENEFITS TO SANTA FE SPRINGS

1. **Enhanced Quality of Life:**
    - By revitalizing a local park and providing residents with access to high-quality recreational facilities, our project aims to enhance the overall quality of life for individuals and families in Santa Fe Springs. Increased opportunities for outdoor recreation and leisure activities contribute to improved physical and mental well-being.
2. **Community Gathering Spaces:**

- The creation of a vibrant, well-designed park and public spaces serves as a focal point for community interaction and social engagement. These spaces provide residents with opportunities to come together, build relationships, and strengthen community bonds.

3. **Economic Opportunities:**
   - The commercialization of land stimulates economic growth within the community. By attracting businesses, creating job opportunities, and generating revenue, our project contributes to the economic prosperity of Santa Fe Springs and enhances the overall livability of the area.
4. **Increased Accessibility:**
   - Improvements to parks, public spaces, and transportation infrastructure increase accessibility and mobility for residents of all ages and abilities. Creating pedestrian-friendly environments and enhancing connectivity within the community ensures that all residents can access essential services, amenities, and recreational opportunities.

CONCLUSION

The transformation of Little Lake Park into both a premier baseball and softball stadium represents a significant opportunity to enhance the quality of life for residents of Santa Fe Springs. By partnering with us to realize this vision, the City of Santa Fe Springs can demonstrate its commitment to providing exceptional recreational opportunities for its community members.

Additionally, the enhancement of Santa Fe Springs Athletic Fields and the establishment of a Youth Softball League represent significant opportunities to improve the quality of life for residents. This collaboration will provide not only top-tier athletic facilities but also foster community engagement and development.

We believe that this partnership will result in a positive and enduring legacy for generations to come, reflecting our shared commitment to quality recreational opportunities and community well-being.

Thank you for considering our proposal. We are eager to work with you to bring this exciting project to fruition.

EXHIBIT I – JOINT USE AGREEMENT WITH LITTLE LAKE CITY SCHOOL DISTRICT

LITTLE LAKE CITY SCHOOL DISTRICT
AND
CITY OF SANTA FE SPRINGS

COPY

JOINT USE AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of July 2004, by and between the LITTLE LAKE CITY SCHOOL DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as "School District," and the CITY OF SANTA FE SPRINGS, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, Section 10900 et. seq. of the Education Code of the State of California authorizes counties, cities, and school districts to cooperate with each other in the development and execution of adequate programs of community recreation; and

WHEREAS, the City has heretofore conducted a community recreation program in its area using school grounds as centers for community recreation; and

WHEREAS, the assistance of School District for the continuance of a community recreation program in the said area has been requested by City; and

WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible public use; and

WHEREAS, the City Council of the City of Santa Fe Springs is fully aware of the need for a program of community recreation in the said area and has determined that the public interest will be served by participation by City in the operation of such a program;

NOW, THEREFORE, City and School District hereby mutually covenant and agree with each other as follows:

1. School District will make available its facilities and grounds for the City's recreation program at the following locations:

   Game Court and Recreational Areas at Lake Center Middle School, Lakeview Elementary School

2. School District recognizes that City is the owner of the recreation buildings at Lake Center Middle School and Lakeview Elementary School and other recreational equipment purchased and installed at City expense.

3. School District hereby grants permission to City to enter upon the foregoing locations to construct such additional recreational improvements as may be mutually agreed upon and approved in writing by the City Manager of City and the Superintendent of School District. City hereby appoints its City Manager, and School District hereby appoints its Superintendent, as their respective agents for the purpose of such approvals and for other administrative approvals and decisions required to reasonably implement this Agreement. The Superintendent and the City Manager are hereby authorized and directed by the respective parties hereto to develop necessary schedules and/or d etails in connection with the operation of the facilities pursuant to this Agreement which shall be consistent with the above stated purposes.

4. All facilities located upon the sites described above, whether constructed by City or School District or others, which are suitable for public recreational use, shall be made available to the public at such times as the use will not interfere with the use of School District's buildings, grounds, or equipment for school purposes or interfere with the regular conduct of school work.

5. City shall regularly inspect and repair as necessary all improvements and facilities either installed or owned by City. City shall also be responsible for the repair of any damage which may be caused by the public during public recreational use of any facilities, whether owned by City or by School District.

6. The City shall, at each of the sites, do the following:

   a. Irrigation of turf areas and all other vegetation

   b. Cutting, grooming, and maintenance of vegetation, concrete, and sand areas as appropriate

   c. Trash pickup

   d. Irrigation system maintenance

   e. Striping of game court areas

7. School District shall be responsible for the repair of any damage caused during school use of any facilities owned or installed by City.

8. School District shall pay to the City its proportionate share of maintenance costs for the upkeep of the facilities. Said costs shall be mutually agreed upon each year by the City Manager and the Superintendent or their respective designees. If the District no longer owns a site subject to this agreement, the District, upon transfer of the site, shall have no further responsibilities for any of said costs related to the transferred site.

9. City shall hold School District, its Board of Education, officers, agents, and employees, free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the City.

10. School District shall hold City, its City Council, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by School District.

11. This agreement shall be for a period of twenty (20) years, commencing on the date written above. The City is hereby granted the first and exclusive right of option to renew this agreement from year to year thereafter on the same terms and conditions herein contained. Termination of this agreement shall only be invoked with the written consent of both parties at least one year prior to the date of such termination of the agreement.

12. Upon the termination or expiration of this Agreement, City shall have 120 days within which to remove any building, structure, equipment or accessory owned, installed, or erected by it pursuant to the terms and provisions of this Agreement, provided that upon removal of any such facility or building, City shall leave the real property in approximately the same condition as it was at the time the facilities were initially installed. City shall not be required to remove any such facility unless it so elects, but unless the same is removed within 120 days after the termination or expiration of this agreement, the title thereto shall vest in School District, and City shall have no further right thereto.

13. This Agreement shall be binding on the assigns, transferees, and successors in interest of City and School District, whether said successor in interest is a unified school district, or other political entity, or otherwise.

IN WITNESS WHEREOF, the parties have hereunto affixed their names by their officers thereunto duly authorized.

LITTLE LAKE CITY SCHOOL DISTRICT OF LOS ANGELES COUNTY

By: Phillip Perez 8/24/04

ATTEST:

Administrative Assistant

APPROVED AS TO FORM:

School District's Counsel

CITY OF SANTA FE SPRINGS

By: Betty Putnam
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ITEM # 12

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
Ed Ramirez, Community Services Manager

SUBJECT: **REPLACEMENT OPTIONS FOR THE SANTA FE SPRINGS ORANGE MURAL (BOX CAR) AT HERITAGE PARK**

DATE: October 15, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Select a replacement option for the Santa Fe Springs Oranges Art Mural; and

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

FISCAL IMPACT

The estimated cost for this projected can range from $6,000 - $45,800 depending on the replacement selection approved by City Council. The FY 2024-25 Adopted Budget for the Public Arts and Art Education Program – Contractual Services (Account No. 10511001-542050) includes the necessary funding for this project.

BACKGROUND

The refrigerated box car was an important railroad innovation of the 1890's. It played a pivotal role in California's economic development in agriculture allowing for citrus to be shipped without spoilage to eastern markets. The refrigerated boxcar (boxcar), is a permanently installed train exhibit at Heritage Park. The train exhibit includes a restored steam locomotive, boxcar, caboose and train depot telling the story of the Santa Fe Railroad in the City's history.

In February of 1995, a proposed artwork depicting a pastoral scene of orange groves with a background of mountainous terrain and an image of Heritage Park's windmill pump

house was approved by City Council. The approved art concept was created to replicate how product was promoted while being transported by train back in those days. The mural was painted on the east-facing side of the boxcar promoting a fictional product called "Santa Fe Springs Oranges" by Mary McMenamin in the amount of $30,000. Since that time, the Santa Fe Springs Oranges mural had only undergone minor touch-ups in the late 1990's and a full restoration in 2007 totaling $26,800. The artwork had not be well-maintained since 2007.

In 2021, staff conducted a public art assessment survey with the services of Silverlake Conservation to create a maintenance and conservation plan of all arts pieces within the Heritage Arts in Public Places Program. It was determined that the Santa Fe Springs Oranges mural was in dire condition with approximately 40-50% of the mural cracking, peeling, and faded. Furthermore, during this assessment it was determined that the structural integrity of the entire boxcar was no longer safe due to deterioration from termite damage and dry rot leaving no other option but to remove the entire boxcar from the exhibit or seek alternative options to mitigate the issue.

In February 2022, the Public Works Department found an alternate option with a contractor who could build a replica of the boxcar and refresh the entire train depot exhibit. City Council approved the project with a total cost of $200,000 using funds from the California Natural Resources Agency and the City's Public Art Fund. The project included the painting of the steam locomotive, caboose, complete demolishment and rebuilding of the exterior and interior of the boxcar, and painting of the entire body of the boxcar. The cost did not include the re-painting of the mural located on the east side of the box car.

With the permanent demolishment of the boxcar and the removal of the Santa Fe Springs Oranges mural, staff made contact with artist Mary McMenamin, in accordance to the California Art Preservation Act (CAPA). CAPA is a 1979 California law that provides legal protection for artists' moral rights by prohibiting the alteration or destruction of their artwork without their consent or notification. Ms. McMenamin understood the reason for the art mural removal and was appreciative of the notification. During that time, discussion ensued with both with the Heritage Arts Advisory Committee (HAAC) and Ms. McMenamin on the opportunity to replicate the mural and re-install.

At the October 25, 2022 HAAC meeting, Artist Mary McMenamin presented a proposal to re-create the original Santa Fe Springs Oranges mural digitally since she is no longer physically able to paint large-scale murals. The digital format would then be printed and installed on the boxcar using a vinyl wrap. This prompted a difficult discussion amongst HAAC members having mixed views on utilizing a vinyl wrap versus a painted mural. Ultimately resulting in a lengthy delay and debate on how the mural should be replaced and the cost associated with the project.

ANALYSIS

At the March 26, 2024 HAAC meeting, staff revisited the boxcar mural item and identified three options for staff to obtain estimate costs for City Council's review and approval. The options are as follows with estimated costs:

Option #1 – Estimated Total Project Cost: $6,000

a. Do not commission original artist Mary McMenamin and do not recreate the Santa Fe Springs Oranges mural digitally using a vinyl wrap.

b. Replace and re-create exhibit information kiosk to include timeline of the history of the boxcar, the original boxcar installation, mural installation, and the rebuilding of the boxcar. The new kiosk will include photos and an image of the original art mural.

c. Preserve the boxcar in its current condition, post re-construction, reducing long term art maintenance.

Option #2 – Estimated Total Project Cost Range: $16,500.00 - $45,800

a. Identify and commission a new artist to create new concept mural to be painted on the box car (this will require further discussion to identify new art mural concept).

b. Decommission the "Santa Fe Springs Oranges" Mural from the Heritage Arts in Public Places Program.

c. Replace and re-create exhibit information kiosk to include timeline of the history of the boxcar, the original boxcar installation, mural installation, and rebuilding of the box car. The new kiosk to include photos and an image of the original art mural.

Option #3: - Estimated Total Project Cost: $42,500

a. Commission original artist Mary McMenamin to recreate mural digitally.

b. Print digital mural recreated by Mary McMenamin and vinyl wrap the boxcar.

c. Replace and re-create exhibit information kiosk to include timeline of the history of the boxcar, the original boxcar installation, mural installation, and rebuilding of the box car.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

The selected option by City Council will support the mission of the Heritage Arts in Public Places Program in expanding the opportunity for residents and visitors to experience artistic, historic, and cultural aspects of Santa Fe Springs.

Upon City Council's selected replacement option, City staff will coordinate and schedule the project for completion. If the replacement option selected by City Council includes the commissioning of a new artist, City staff will meet with the HAAC to identify new mural concepts and return to City Council for final approval of the selected mural.

ATTACHMENT(S):

None

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FOR ITEM NO. 13, PLEASE SEE ITEM NO. 19

ITEM # 14

CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, 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: October 15, 2024

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 9/30/2024	None
Outstanding principal at 9/30/2024	$25,019,785

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.

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.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM NO. 15, PLEASE SEE ITEM NO. 19

ITEM # 16

CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance

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

DATE: October 15, 2024

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 9/30/2024	None
Outstanding principal at 9/30/2024	$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 9/30/2024	None
Outstanding principal at 9/30/2024	$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

(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

N/A

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.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM NO. 17, PLEASE SEE ITEM NO. 19

FOR ITEM NO. 18, PLEASE SEE ITEM NO. 19

ITEM # 19

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, CMC, Acting City Clerk

SUBJECT: **MINUTES OF THE SEPTEMBER 17, 2024 CITY COUNCIL MEETINGS**

DATE: October 15, 2024

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:

- Council Meeting of September 17, 2024.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. September 17, 2024 Meeting Minutes

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

September 17, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 6:00 p.m.

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

MEMBERS ABSENT: None

INVOCATION
Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE
Members of the Youth Leadership Committee led the pledge of allegiance.

INTRODUCTIONS
Mayor Sarno introduced the following representatives from the Chamber of Commerce:

1. Karen Lomas – Financial Advisor from Principal Financial
2. Lina Ariza – Broker/Owner from CMB Real Estate & Home Loans
3. Nico Shubin – Serv-Wel Disposal & Recycling
4. Kathie Fink – SFS Chamber CEO

PRESENTATIONS

1. **YOUTH LEADERSHIP ADVISORY COMMITTEE UPDATE (PARKS & RECREATION)**

2. **HISTORICAL & COMMUNITY PRESERVATION ADVISORY COMMITTEE UPDATE (COMMUNITY SERVICES)**

CHANGES TO AGENDA
None

PUBLIC COMMENTS
None

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST
City Manager, René Bobadilla provided a brief presentation on the following items: 1) the City receiving a grant award shared among 13 cities that will connect bus routes along the I-605 Corridor, and 2) an update on the upcoming Relay for Life Event.

PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL

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

3. MINUTES OF THE AUGUST 22, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

4. 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

5. MINUTES OF THE AUGUST 22, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

6. 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

7. MINUTES OF THE AUGUST 22, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

8. MINUTES OF THE AUGUST 22, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)
RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

9. MINUTES OF THE AUGUST 22, 2024 ADJOURNED CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

10. REVISED SOCIAL MEDIA POLICY (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the revised City of Santa Fe Springs Social Media Policy;

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

11. SECOND READING OF ORDINANCE NO. 1150 – AMENDING SECTIONS 155.091 (USES), 155.093 (DEVELOPMENT STANDARDS), 155.175.2 (USES) AND 155.175.4 (DEVELOPMENT STANDARDS) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1150:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.091 (USES), 155.093 (DEVELOPMENT STANDARDS), 155.175.2 (USES) AND 155.175.4 (DEVELOPMENT STANDARDS) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE.

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

12. PROFESSIONAL SERVICES AGREEMENT FOR LOCAL HAZARD MITIGATION PLAN UPDATE (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Professional Services Agreement with Jacob Green & Associates and allocate $74,760 for the General Fund to update the City's Local Hazard Mitigation Plan; and

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

13. AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR THE PARKS, RECREATION, AND COMMUNITY SERVICES MASTER PLAN (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to advertise the Request for Proposals (RFP) for the development of the Parks, Recreation, and Community Services Master Plan, in accordance with the proposed bid schedule; and

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

14. RESOLUTION NO. 9929 – ESTABLISHING THE CITY'S MAXIMUM CONTRIBUTION OF MISCELLANEOUS AND SAFETY EMPLOYEES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9929, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

Mayor Sarno requested Item No. 15 be considered separately.

It was moved by Councilmember Martin, seconded by Councilmember Zamora, to approve the consent calendar without Item No. 15, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

15. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND OLIVAREZ MADRUGA LAW ORGANIZATION, LLP (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the "Professional Services Agreement Between The City of Santa Fe Springs and Olivarez Madruga Law Organization, LLP ("OMLO")" to act as the City Attorney on behalf of the City of Santa Fe Springs ("City").

Pursuant to Government Code Section 84308 Councilmember Joe Angel Zamora recused himself. In the previous 12 months, he received campaign contribution in excess of $250 from the contracting party.

City Manager, René Bobadilla provided a brief presentation on Item No. 15.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Rounds, to approve the "Professional Services Agreement Between The City of Santa Fe Springs and Olivarez Madruga Law Organization, LLP ("OMLO")" to act as the City Attorney on behalf of the City of Santa Fe Springs ("City"), by the following vote:

Ayes: Martin, Rodriguez, Rounds, Sarno
Nayes: None
Absent: None
Recused: Zamora

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Councilmember Martin appointed Milana Ruiz to the Youth Leadership Committee.

Mayor Sarno appointed Albert Martinez to the Parks & Recreation Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Zamora reported on attending a Council of Governments Event on Catalina Island on September 11, 2024 which covered topics such as Measure A. He also attended a Contract Cities event in Oceanside, CA.

Councilmember Rodriguez spoke about attending the Council of Governments and Contract Cities conferences where the topics discussed included homelessness and resources for low-income residents. Lastly, she promoted the upcoming Relay for Life event and welcomed the OMLO Law Group.

Councilmember Martin also spoke about her attending the Council of Governments and Contract Cities conferences. She welcomed the OMLO Law Group and encouraged residents to vote.

Mayor Pro Tem Rounds welcomed the OMLO Law Group and talked about the fire event earlier in the evening. He invited everyone to attend the Relay for Live event.

Mayor Sarno welcomed the OMLO Law Group and also promoted the upcoming Relay for Life event.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 6:39 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____ _____

Fernando N. Muñoz
Deputy City Clerk

Date

ITEM # 20

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, CMC, Acting City Clerk

SUBJECT: **APPOINTMENT OF REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES**

DATE: October 15, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Appoint Mayor Pro Tem Rounds as the Santa Fe Springs representative to the Board of Trustees of the Greater Los Angeles County Vector Control District for a term of 4 years beginning in January 2025.

FISCAL IMPACT

N/A

BACKGROUND

The Greater Los Angeles County Vector Control district has notified us that the City's current representative – Mayor Pro Tem Rounds – term is set to expire on January 6, 2025. The City Council will need to appoint a new trustee to fill a 2- or 4-year term commencing on January 6, 2025. The representative appointed to the Board of Trustees must be a resident of the City of Santa Fe Springs.

Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. Letter from the Greater Los Angeles County Vector Control District
B. Excerpt from California Health and Safety Code – Section 2022

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670
Office (562) 944-9656 Fax (562) 944-7976
Email: info@GLAmosquito.org Website: www.GLAmosquito.org

PRESIDENT
Marilyn Sanabria, Huntington Park
VICE PRESIDENT
Ali Saleh, Bell
SECRETARY-TREASURER
Melissa Ramoso, Artesia

GENERAL MANAGER
Susanne Kluh

BELL GARDENS
Pedro Aceituno
BELLFLOWER
Sonny R. Santa Ines
BURBANK
Dr. Jeff D. Wassem
CARSON
Jim Dear
CERRITOS
Mark W. Bollman
COMMERCE
Kevin Lainez
CUDAHY
Daisy Lomelí
DIAMOND BAR
Ruth M. Low
DOWNEY
Dorothy Pemberton
GARDENA
Paulette C. Francis
GLENDALE
Steve Ryfle
HAWAIIAN GARDENS
Luis Roa
LA CAÑADA FLINTRIDGE
Leonard Pieroni
LA HABRA HEIGHTS
Catherine Houwen
LAKEWOOD
Steve Croft
LA MIRADA
Matthew Wight
LONG BEACH
Emily Holman
LOS ANGELES CITY
Steven Appleton
LOS ANGELES COUNTY
Steven A. Goldsworthy
LYNWOOD
Rita Soto
MAYWOOD
Heber Marquez
MONTEBELLO
Avik Cordeiro
NORWALK
Margarita L. Rios
PARAMOUNT
Isabel Aguayo
PICO RIVERA
Gustavo V. Camacho
SAN FERNANDO
Sylvia Ballin
SAN MARINO
Howard Brody
SANTA CLARITA
Heidi Heinrich
SANTA FE SPRINGS
William K. Rounds
SIGNAL HILL
Robert D. Copeland
SOUTH EL MONTE
Hector Delgado
SOUTH GATE
Maria del Pilar Avalos
VERNON
Leticia Lopez
WHITTIER
Mary Ann Pacheco

September 25, 2024

Mr. Rene Bobadilla
City Manager
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Bobadilla:

This correspondence is to inform you that the term of office for Trustee William Rounds as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 6, 2025**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Rounds or appointing a new trustee for a **2- or 4-year term** of office, commencing at noon on the first Monday of January (i.e., January 6, 2025). **Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4-year term commencing on January 6, 2025 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections **a** and **b** require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the district's general board meetings held monthly on the 2nd Thursday of the month.
Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses. Please make your appointment/reappointment prior to **January 6, 2025**, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Araceli Hernandez or Maria Weinbaum at 562-944-9656 ext. 504 or e-mail at ahernandez@GLAmosquito.org.

Sincerely,

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Mr. William Rounds
Mr. Fernando M. Muñoz

SHSC

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.
(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.
(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.
(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.
(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.
(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.
(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.
(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

ITEM # 21

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: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **RESOLUTION NO. 9932 – DESIGNATING THE CITY OF SANTA FE SPRINGS AS A PURPLE HEART CITY**

DATE: October 15, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt the attached resolution designating the City of Santa Fe Springs as a Purple Heart City, in recognition of the sacrifices made by members of the U.S. Armed Forces who have been wounded or killed in action while serving their country; and

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

FISCAL IMPACT

There is no direct fiscal impact. Minor costs may arise for signage, which will be addressed in future budget discussions.

BACKGROUND

The Purple Heart is a United States military decoration awarded to those wounded or killed in battle. Established by General George Washington in 1782 as the Badge of Military Merit, it remains a symbol of honor for service members who have made extraordinary sacrifices.

In 1932, the Military Order of the Purple Heart was formed to foster goodwill among combat-wounded veterans and provide services to all veterans and their families. In 2012, the State of California became the first to declare itself a "Purple Heart State," acknowledging the contributions of California veterans.

Several cities across the state and country have honored their veterans by designating themselves as Purple Heart Cities. This action recognizes the courage and sacrifice of service members who have suffered in combat, strengthening ties between the city and its veteran community.

ANALYSIS

Designating Santa Fe Springs as a Purple Heart City will strengthen its support for veterans and reflect the community's respect for military personnel. The Military Order of the Purple Heart will provide signage, with no financial obligations beyond optional future recognition events.

ENVIRONMENTAL

There is no environmental impact associated with this action.

DISCUSSION

Becoming a Purple Heart City will honor the sacrifices of local veterans and align with the City's goals of supporting military personnel and veterans. It opens opportunities for future collaborations with veterans' organizations.

SUMMARY/NEXT STEPS

Upon approval, the resolution will be filed with the Military Order of the Purple Heart, and the City will move forward with publicizing the designation and installing signage.

ATTACHMENT(S):

A. Resolution No. 9932

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

Attachment A

APPROVED:
ITEM NO.:

RESOLUTION NO. 9932

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DESIGNATING THE CITY OF SANTA FE SPRINGS AS A PURPLE HEART CITY

WHEREAS, the City of Santa Fe Springs has great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the U.S. Armed Forces; and

WHEREAS, the Purple Heart is awarded to members of the U.S. Armed Forces who are wounded by an instrument of war in the hands of the enemy, or posthumously awarded to the next of kin in the name of those who are killed or die of wounds received in action; and

WHEREAS, in 1782, the Purple Heart was first established by then General and Commander-in-Chief of the Continental Army, George Washington as the Badge of Military Merit to be awarded to any soldier, regardless of rank, who performed a singularly meritorious action; and

WHEREAS, in 1932, the Military Order of the Purple Heart was formed for the protection and mutual interest of all who have received the distinguished award; their mission being to foster an environment of goodwill and camaraderie among combat wounded veterans, promote patriotism, support necessary legislative initiatives, and provide services to all veterans and their families; and

WHEREAS, on April 12, 2012, the State of California became the first state to designate itself a “Purple Heart State,” in recognition of the sacrifices of Californian veterans, especially those who were wounded or killed in the line of duty with a declared enemy of the United States of America; and

WHEREAS, the City of Santa Fe Springs and its citizens wish to honor and thank the City’s veterans who have been wounded or killed in the line of duty for their selfless sacrifice to the United States of America, the State of California, and the City of Santa Fe Springs.

NOW, THEREFORE, BE IT RESOLVED THAT THE THE CITY OF SANTA FE SPRINGS HEREBY:

1. The above recitals are true and correct and made part of this Resolution; and

2. The City of Santa Fe Springs hereby venerably proclaims its designation as a Purple Heart City by the Military Order of the Purple Heart and is honored to carry this title in tribute to all our service personnel serving at home and abroad; and

3. The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon this approval.

APPROVED:
ITEM NO.:

Passed, approved and adopted this 15th day of October 2024.

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando Muñoz, CMC, Deputy City Clerk

ITEM # 22

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. 1146 – TO AMEND SECTIONS 155.003 (DEFINITIONS), 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM), 155.526 (COMPREHENSIVE SIGN PROGRAM REQUIREMENT FOR UNIFIED DEVELOPMENTS), 155.527 (WINDOW DISPLAYS), 155.536 (SIGN GUIDELINES), AND ADD SECTION 155.537 (STATIC POSTER BILLBOARD CONVERSION PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE.**

DATE: October 15, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Ordinance No. 1146:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.003 (DEFINITIONS), 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM), 155.526 (COMPREHENSIVE SIGN PROGRAM REQUIREMENT FOR UNIFIED DEVELOPMENTS), 155.527 (WINDOW DISPLAYS), 155.536 (SIGN GUIDELINES), AND ADD SECTION 155.537 (STATIC POSTER BILLBOARD CONVERSION PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE.

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

FISCAL IMPACT:

N/A

BACKGROUND:

The proposed ordinance will not only clean up the City's Zoning Code by updating the references from the Director of Planning to the Director of Community Development but also define a poster billboard and establish procedures for the conversion of an existing static poster billboard to an electronic poster billboard. Staff recommends the proposed ordinance (Attachment A, Exhibit A) to define and identify those procedures:

- To amend Section 155.003 to define a poster billboard.
- To amend Section 155.519 to update the Director of Planning to the Director of Community Development.
- To amend Section 155.526 to update the Director of Planning to the Director of Community Development.
- To amend Section 155.536 to update the Director of Planning to the Director of Community Development.
- To add Section 155.537 to establish procedures for the conversion of an existing static poster billboard to an electronic poster billboard.

ENVIRONMENTAL

At its October 1, 2024, City Council meeting, the City Council determined that the adoption of Ordinance No. 1146 was exempt from CEQA.

SUMMARY/NEXT STEPS

Ordinance No. 1146 will be effective 30 days after its adoption.

ATTACHMENT

A. Ordinance No. 1146
    a. Exhibit A: Amendments to Sections 155.003. 155.519, 155.526, 155.527, 155.536, and 155.537 of Chapter 155 (Zoning) of Title 15 (Land Use) of the Municipal Code of Santa Fe Springs

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1146

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS TO AMEND SECTIONS 155.003 (DEFINITIONS), 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM), 155.526 (COMPREHENSIVE SIGN PROGRAM REQUIREMENT FOR UNIFIED DEVELOPMENTS), 155.527 (WINDOW DISPLAYS), 155.536 (SIGN GUIDELINES), AND ADD SECTION 155.537 (STATIC POSTER BILLBOARD CONVERSION PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE.

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

SECTION 1. Findings:

1. The Exhibits attached to this Ordinance are each incorporated by reference and made a part of this Ordinance.

2. This Ordinance is to update the City's Zoning Code by changing references from the Director of Planning to the Director of Community Development. Additionally, it aims to define a "poster billboard" and set procedures for converting existing static poster billboards into electronic ones. The specific amendments involve defining a poster billboard, updating multiple sections to reflect the new director title, and adding a section outlining the conversion process for billboards.

3. The conversion of static billboards to electronic displays provides a flexible and effective way to share messages with the public, including emergency alerts. This transition reduces the use of paper and vinyl, minimizing waste. Although electronic billboards emit light, modern LED technology is energy-efficient and has adjustable dimming features to ensure they remain visually appealing without causing discomfort to drivers or nearby residents.

4. An operating agreement is required for converting a static poster billboard into an electronic billboard. The agreement must include compensation to the City, allow the billboard to display City messages of community interest, and be used for Amber Alerts and emergency disaster communications.

SECTION 2. Amendments:

Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 3. Environmental Findings and Determination:

This Ordinance is exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. These changes will not have a significant effect on the environment.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This Ordinance shall become effective thirty (30) days from and after its passage.

PASSED and ADOPTED this 15th day of October 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando N. Muñoz, CMC, Deputy City Clerk

Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

Exhibit A – Zoning Code Amendment
Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Code of Santa Fe Springs

Key:
Normal Text = unmodified Code language
~~Strikethrough Text~~ = Language from previous draft both parties agree to remove
Underline Text = Language from previous draft both parties agree to add

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.003 DEFINITIONS *is hereby amended as follows:*

BILLBOARD, ELECTRONIC. An off-site sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically. An electronic billboard may be internally or externally illuminated. Electronic billboards shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or the varying of light intensity. An electronic billboard consists of a digital display area and a sign structure.

BILLBOARD, STATIC. A billboard that does not utilize digital message technology and instead uses "static" print/or pictures, for the advertisement of a business, commodity, service, thing, message, or entertainment conducted, sold, or offered elsewhere than upon the lot on which that sign is located.

BILLBOARD, POSTER. A billboard whose sign face measures no less than two hundred (200) square feet and no more than three hundred (300) square feet (cabinetry and trim excluded).

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.519 *INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM is hereby amended as follows:*

(E) *Permitted use in the M-2 zone.* Subject to the limitations of this ~~s~~Section, and notwithstanding the provisions of any other ~~s~~Section of the zoning ordinance, electronic billboards shall be a permitted use in the M-2 zone along the 605 corridor.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.519 *INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM is hereby amended as follows:*

(J) *Standards of design*.
(5) *Screening*. All exposed portions of electronic billboards, including backs, sides, under areas, support members and support posts, shall be screened to the satisfaction of the Director of ~~Planning~~ Community Development or designee.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.526 COMPREHENSIVE SIGN PROGRAM REQUIREMENTS FOR UNIFIED DEVELOPMENTS is hereby amended as follows:

A comprehensive sign program shall be prepared for approval by the Director of ~~Planning~~ Community Development for all unified commercial and industrial developments such as shopping centers, business parks, industrial parks and similar developments which are five or more acres in area. The comprehensive sign program shall specify the design criteria including but not limited to sign area allocation per unit or building and shall show the relationship of the individual signs to the buildings and development as a whole. All signs shall be designed in good taste, have balance and symmetry and be fabricated and installed with high quality workmanship and in accordance with the approved comprehensive sign program.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.527 WINDOW DISPLAYS is hereby amended as follows:

Window signs shall not exceed 25% of the window area of the premises served and shall be subject to the sign limitations of the underlying zone except that window signs exceeding said 25% area limitations may be permitted for special sales events provided that approval is granted by the Director of ~~Planning~~ Community Development and that said signs exceeding the area limitations shall be limited to not more than five 14-day periods in any calendar year.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.536 SIGN GUIDELINES is hereby amended as follows:

Sign guidelines established by the Director of ~~Planning~~ Community Development shall be considered part of the sign provisions of this ~~c~~Chapter as contained herein. The sign guidelines may be changed or modified from time to time as determined necessary by the Director of ~~Planning~~ Community Development to promote aesthetically pleasing sign usage in the city.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.537 STATIC POSTER BILLBOARD CONVERSION PROGRAM is hereby added as follows:

§ 155.537 STATIC POSTER BILLBOARD CONVERSION PROGRAM.

(A) *Purpose and Intent*. The purpose of this Section is to provide reasonable controls regarding the conversion of certain existing static poster billboards along surface streets in the City to electronic poster billboards. The intent is to allow for modernization of certain existing static poster billboards to electronic poster billboards in exchange for reducing the overall number of static poster billboards with a minimum one to one (1:1) exchange ratio. In no instance is this Section intended to allow for the development of new poster billboards (static or electronic).

(B) *Location*. The conversion of existing static poster billboards along surface streets to electronic poster billboards shall only be permitted where:

1) The sign face is not primarily viewed from a freeway.
2) The existing static poster billboard is located on a commercial or industrial zoned property and is not within one hundred (100) feet of residentially zoned property that has a current residential use, unless it is determined by the Director of Community Development that based on a photometric study that there is no significant additional light intrusion than currently exists. The measurement shall be from the closest visible edge of the sign face to the closest edge of the residential use. If the sign face will not be visible to the residential use, no spacing is required.
3) The replacement electronic poster billboard is no less than one thousand (1,000) feet from any other electronic poster billboard on the same side of the street or roadway and faces the same direction.
4) The existing static poster billboard is not attached to a building rooftop.
5) No structural alteration to the existing sign structure is required.

(C) *Removal Required.* For every existing static poster billboard that is converted to an electronic poster billboard, a minimum of one additional static poster billboard shall be removed. The applicant, in conjunction with the Director of Community Development, shall agree on the static poster billboard to be removed.

(D) *Operating Agreement Required*. The conversion of an existing static poster billboard to an electronic poster billboard shall only be permitted when the City has entered into an operating agreement with an electronic poster billboard owner to allow for an electronic poster billboard under certain circumstances; including (i) compensation to the City; (ii) the utilization of the electronic poster billboard by the City to display messages of community interest and information, and public safety; (iii) the utilization by the City (or other appropriate agencies) to display "Amber Alert" messages and emergency-disaster communications; (iv) to establish quality and maintenance standards; and (v) the removal of other existing poster billboards on a one to one (1:1) ratio, at a minimum.

(E) *Standards of design.*

1) *Maximum number of faces.* No electronic poster billboard shall have more than two faces. A face shall be considered the display surface upon which an advertising message is displayed.
    a) The faces of two-sided electronic poster billboards shall be identical in size.
    b) The top, bottom, and sides of the faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face. Architectural elements shall also be aligned on both sides of the electronic poster billboard.
2) *Maximum face size.* Each face of the sign shall be no larger than 12 feet by 25 feet (total 300 square feet), excluding cabinetry and trim.

3) *Screening.* The support structure for each electronic poster billboard shall be painted a complementary color, as approved by the Director of Community Development or designee. Additionally, all mechanical equipment shall be screened to the satisfaction of the Director of Community Development or designee.
4) *Branding.* The City of Santa Fe Springs name and/or City seal shall be included on each electronic poster billboard. The Director of Community Development or designee shall approve the location of the name and/or City seal.
5) *Removal of superfluous equipment.* Any pre-existing ladders or other ancillary structures that were required for the static poster billboard, but which are not required for an electronic poster billboard, shall be removed in connection with the conversion.
6) *Utilities.* When converting an existing static poster billboard to an electronic poster billboard, the applicant shall use the existing billboard utilities and upgrade only if necessary. The utilities shall be screened or otherwise concealed to the extent practical, as determined by the Director of Community Development.

(F) *Operational restrictions.*

1) No electronic poster billboard shall display flashing, shimmering, glittering, intermittent or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four-second intervals.
2) *Minimum display time.* Each message on the sign must be displayed for a minimum of four seconds or the minimum time allowed under the State of California Outdoor Advertising Act and Caltrans implementing regulations, whichever is the shorter period of time.
3) *Maximum display time.* Electronic poster billboard messages shall be displayed for no longer than two minutes at a time.
4) Each electronic poster billboard shall be made available to the appropriate agencies for the purposes of displaying “Amber Alerts” or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.
5) Each operator of an electronic poster billboard shall monitor the poster billboard’s condition in accordance with industry standards. All material outages and malfunctions must be repaired within 48 hours of being notified of a malfunction.
6) No electronic poster billboard shall utilize technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.
7) No electronic poster billboard shall emit audible sound, odor, or particulate matter.
8) No electronic poster billboard shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for

any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."

9) No electronic poster billboard shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals, nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Cal. Vehicle Code § 21466.5.
10) Each electronic poster billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions.
11) Electronic poster billboards shall not operate at brightness levels of more than 0.3-foot candles above ambient light, as measured using a foot candle meter at a distance of 150 feet.
12) No electronic poster billboard shall be maintained in the City unless the name of the person or company owning or maintaining it and the identifying number of the electronic poster billboard are plainly displayed thereon.

(G) *Additional requirements.* Prior to issuance of the required City permits for any electronic poster billboard project subject to the requirements of this Chapter, the applicant shall provide the following:

1) The telephone number and email address of a maintenance service, to be available 24 hours a day, to be contacted in the event that an electronic poster billboard becomes dilapidated or damaged.
2) Proof of lease demonstrating a right to install the electronic poster billboard on the subject property.
3) A list of locations of all electronic billboards in the City owned or managed by the entity that will own or manage the subject electronic poster billboard.

ITEM # 23

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
Ed Ramirez, Community Services Manager

SUBJECT: **APPROVAL OF ARTWORK FOR DAVE'S HOT CHICKEN RESTAURANT**

DATE: October 15, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Approve Artwork for the Dave's Hot Chicken Restaurant; and

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

FISCAL IMPACT

The property owner, for Dave's Hot Chicken Restaurant, will pay for the artwork and installation as part of the Heritage Artwork in Public Places Program (HAPP) development requirement.

BACKGROUND

At its September 24, 2024 meeting, the Heritage Arts Advisory Committee (HAAC) reviewed and approved an art concept of public art for Dave's Hot Chicken restaurant. The artwork is a galaxy inspired image containing various shapes, colors, and Dave's Hot Chicken logo. It will be placed on the East, West, and South facing exterior walls. The Project Site is a 5,452 sq. ft. multi-tenant commercial building located at the northeast corner of Laurel Avenue and Florence Avenue, on a parcel measuring approximately 0.89 acres. After the completion of the approved building, the applicant will operate one of the units as the restaurant, measuring approximately 2,378 square feet with a drive-through component.

Dave's Hot Chicken, was established in 2017, by four friends with a pop-up tent in a parking lot in East Los Angeles. Dave's Hot Chicken has since expanded to over 200 locations specializing in jumbo hot chicken tenders and sliders, along with sides of house-made kale slaw, creamy mac n' cheese, and crispy, seasoned french fries.

ANALYSIS

With an approximate art requirement of $4,000, the property owner representative, Jeff Hopkins, estimates the cost of this artwork project to be $50,000 - $60,000. In addition, although not part of the HAPP requirement, the interior of the restaurant will be painted with graffiti street art representing the culture and community of Santa Fe Springs. The maintenance of the artwork is the responsibility of the property owner.

Per the submitted mural application, the art brings color and intrigue to the neighborhood, blending realism and abstract in a modern and dynamic fashion. The use of multiple colors on a larger building scale are a convergence of multicultural and the shapes play on character of modern culture supporting the mission of the HAPP Program.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon City Council approval, City staff will coordinate with the property owner for the artwork installation.

ATTACHMENT(S):

A. HAPP Application Elevated Restaurant Group, LLC -Dave's Hot Chicken
B. Dave's Hot Chicken Artwork Concept Elevations

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

CITY OF SANTA FE SPRINGS
Heritage Artwork in Public Places Program
DEVELOPER APPLICATION

Accepted By: _____

Date: _____

CITY OF SANTA FE SPRINGS
HERITAGE ARTWORK IN PUBLIC PLACES APPLICATION
This form is to be completed and submitted to the Department of Planning

PLEASE PRINT:

Elevated Restaurant Group, LLC - Dave's Hot Chicken
APPLICANT/TENANT

26400 La Alameda, Suite 100
ADDRESS

Misson Viejo | CA | 92691
CITY | STATE | ZIP CODE

949.680.4303
TELEPHONE NUMBER

CELL PHONE

devon@coast2coastcommercial.com
E-MAIL

FAX

MCG Architecture

ARCHITECT/CONTRACTOR NAME

15635 Alton Parkway, Suite 100

ADDRESS

Irvine | CA | 92618

CITY | STATE | ZIP CODE

949.522.3932

TELEPHONE

CELL PHONE

FAX

TTran@mgcarhictecture.com

E-MAIL

SDG Santa Fe Springs, LLC

PROPERTY OWNER NAME

26400 La Alameda Suite 100

ADDRESS

Mission Viejo | CA | 92691

CITY | STATE | ZIP CODE

949.680.4303

TELEPHONE

CELL PHONE

FAX

jhopkins@hopkinsgroup.com

E-MAIL

PROJECT INFORMATION:

Building Permit #:

Planning Case #: DPA 972

APN: 8011-009-935

PROJECT ADDRESS: 13321 Florence Avenue

THIS PROJECT IS:

_____ New Construction

__X__ Rehabilitation/Tenant Improvement

APPROXIMATE SQUARE FOOTAGE OF THIS PROJECT:

PROPOSED USE OF THIS SPACE (check all those that apply):
( ) Residential
Percentage of Total Space _____

(X) Commercial
Percentage of Total Space **32%**_____

( ) Industrial
Percentage of Total Space _____

APPLICANT/PROPERTY OWNER'S ESTIMATED TOTAL PROJECT COST:

$ **400,000** (exclusive of land and offsite improvements)
( ) Copy of Pro-Forma attached

ANTICIPATED COMMENCEMENT DATE OF CONSTRUCTION:
9/5/24

ANTICIPATED DATE TO REQUEST FINAL INSPECTION/CERTIFICATION OF OCCUPANCY:

11/15/24

HOW DO YOU INTEND TO SATISFY THE ART IN PUBLIC PLACES REQUIREMENT?

(X) Commission original artwork to be installed in the vicinity of the property site equivalent to 1% of the total project costs, excluding land as determined and verified by the City, subject to approval by the Santa Fe Springs City Council.

( ) Commission original artwork to be installed in a public place, not on the property subject to approval by the City Council.

( ) Deposit the equivalent of 1% of the total project costs excluding land into the Heritage Artwork in Public Places Fund.

( ) Combination of the above.

AGREEMENT

We, the undersigned, have read and understood the City of Santa Fe Springs Heritage Artwork in Public Places Ordinance and Developer Guide.

We understand that we must comply with the provisions of the Ordinance and Developer Guide prior to final inspection and the City's issuance of a Certificate of Occupancy for the development or remodeling activity proposed above.

We agree to cooperate with City agencies and/or offices as necessary to fulfill the terms and guidelines applicable to the activity proposed above. In addition, a covenant will be recorded at the completion of the project to ensure compliance with the Heritage Artwork in Public Places Ordinance and related administrative regulations.

All parties listed below who are involved with the project are required to sign. This application will not be considered complete until all necessary signatures have been obtained.

APPLICANT/TENANT	8/30/2024 Date
ARCHITECT/CONTRACTOR	08.30.24 Date
PROPERTY OWNER	8/30/2024 Date

Attachment B.



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

ITEM # 24

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance

SUBJECT: **APPROVE PROFESSIONAL SERVICE AGREEMENTS FOR PRINTING, GRAPHIC DESIGN, AND MAILING SERVICES**

DATE: October 15, 2024

RECOMMENDATIONS

It is recommended that the City Council:

1) Approve a three (3) year agreement with Advantage Mailing (Advantage) in the amount of $50,000 annually (total amount shall not exceed $150,000); and

2) Approve a three (3) year agreement with DDWerks (DDWerks) in the amount of $80,000 annually (total amount shall not exceed $240,000); and

3) Approve a three (3) year agreement with Inkovation Inc.(Inkovation) in the amount of $80,000 annually (total amount shall not exceed $240,000); and

4) Approve a three (3) year agreement with Intergraphics Company (Intergraphics) in the amount of $80,000 annually (total amount shall not exceed $240,000); and

5) Approve a three (3) year agreement with Simpson Advertising (Simpson) in the amount of $50,000 annually (total amount shall not exceed $150,000); and

6) Authorize the City Manager to exercise the one (1) year extension option of each agreement, if needed; and

7) Take any additional related action necessary.

FISCAL IMPACT

If approved, Staff will be authorized to purchase items/services as detailed in the RFP through June 30, 2027. The following list provides details regarding each of the associated agreements:

Vendor/Consultant	Year 1 (thru June 30, 2025)	Year 2 (July 1, 2025 thru June 30, 2026	Year 3 (July 1, 2026 thru June 30, 2027)	Year 4 (Optional) (July 1, 2027 thru June 30, 2028)
Advantage	**$50,000**	**$50,000**	**$50,000**	**$50,000**
DDWerks	**$80,000**	**$80,000**	**$80,000**	**$80,000**
Inkovation	**$80,000**	**$80,000**	**$80,000**	**$80,000**
Intergraphics	**$80,000**	**$80,000**	**$80,000**	**$80,000**
Simpsons	**$50,000**	**$50,000**	**$50,000**	**$50,000**

The annual expenditure amounts have been established to coincide with the City's fiscal year start/end dates. They were determined by analyzing past actual expenditures related to printing, graphic design, and mailing services.

The adopted budget for the Fiscal Year 2024-25 includes funding for printing and graphic services in various departments. These budgets were developed in consultation with each department/division to determine a likely annual expenditure amount. Therefore, it is not anticipated that a budget adjustment would be needed for FY 2024-25. Future budgets will be developed utilizing the estimated amounts shown in the table above.

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

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

BACKGROUND

On Thursday, August 1, 2024, the City issued a Request for Proposals (RFP) for Printing, Graphic Design, and Mailing Services. The RFP was posted on PlanetBids, and notices were emailed to several prospective bidders, including those within the local area. In addition, print advertising in local media sources was used to advertise the solicitation. The RFP closed on Thursday, September 5, 2024, with nine (9) responses. Bidders provided pricing on up to forty-six (46) items/services based on the City's projected annual consumption. The following is a list of the bidders who responded and their locations (in alphabetical order):

Advantage Mailing (Anahiem)
Arte Printing (Montebello)
DDWerks (Santa Fe Springs)
Eye on Color (Burbank)
Inkovation (Santa Fe Springs)
Intergraphics Company (Pomona)
PGI-Pacific Graphics (City of Industry)
Polydot Printing (Santa Fe Springs)
Simpson Advertising (Lakewood)

After receiving the responses to the RFP, an evaluation committee was formed to review each proposal submission. The evaluation committee comprised the Community Services/Creative Media Committee and Finance staff. The responses were evaluated based on the following criteria:

Proposed Fees (40 points)
Experience (30 points)
Reference Checks (20 points)
Responsiveness to RFP (10 points)

To help encourage participation from local service providers, the RFP identified a local preference for service providers located within the City. In addition to encouraging local participation, the Staff hopes to generate an economic benefit, reduce costs associated with shipping/delivery, and create opportunities for faster turnaround times for projects. The local preference was factored into the final scoring, adding five (5) points.

DISCUSSION

Upon completing the evaluation of the proposals, Staff recommends awarding agreements for printing, graphic design, and mailing services to the following service providers (in alphabetical order):

Advantage Mailing (Anahiem)
DDWerks (Santa Fe Springs)
Inkovation (Santa Fe Springs)
Intergraphics Company (Pomona)
Simpson Advertising (Lakewood)

Staff is proposing multiple agreements through this opportunity to ensure the availability of services as well as provide Department staff the opportunity to choose from different vendors, based on the specific service needed. It should be noted that Intergraphics will primarily provide service related to mailers such as newsletters and brochures due. In addition, Simpsons Advertising has proposed to only provide graphic design services described in the RFP.

The proposals submitted by the service providers mentioned above were the most comprehensive and demonstrated an ability to provide the services required by the City. It should also be noted that some of the service providers have prior experience providing services for the City. Each of the previously used service providers has continually offered satisfactory services.

The proposals that were not selected did not fully meet the City's requirements. In addition, some needed more experience in providing services in the public sector. Although the proposals were not selected, contact information will be retained in the vendor management database to ensure they receive other solicitations for services in the future

SUMMARY/NEXT STEPS

Staff recommends approving professional service agreements with Advantage, DDWerks, Inkovation, Intergraphics, and Simpson Advertising. If approved, the agreements will allow the purchase of various printing, graphic design, and mailing items and services by the terms, conditions, and pricing identified in the associated RFP.

ATTACHMENT(S):

A. PSA – Advantage
B. PSA – DDWerks
C. PSA – Inkovation
D. PSA – Intergraphics
E. PSA – Simpson Advertising

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
ADVANTAGE MAILING, LLC

This Professional Services Agreement ("Agreement") is made and effective as of October 15, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Advantage Mailing, LLC, a California Limited Liability Company ("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 Printing, Graphic Design, and Mailing Services (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 June 30, 2027 ("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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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 Fifty Thousand Dollars ($50,000.00) (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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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 as the Work is completed. Consultant will submit to City an itemized invoices indicating the services performed and tasks completed, 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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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's Procurement 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 the assigned Account Executive 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;

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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 – Consultant Point of Contact)

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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 of involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

To Consultant: Advantage Mailing, LLC
1600 N. Kraemer Boulevard
Anaheim, CA 92806
Attention: Scott Ogle, Account Executive

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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]

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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

_____

Date: _____

CONSULTANT

Signed by:
Tom Ling
FB85877404E3494...

Name: Tom ling
Title: Managing member
Date: 10/8/2024

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
_____, City Attorney

Attachments:

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

REQUEST FOR PROPOSALS No. 25 - 2
Printing, Graphic Design, and Mailing Services

Issue Date: Thursday, August 1, 2024
Questions Due Date: Tuesday, August 20, 2024 at 2 pm PDT
Proposal Due Date: Thursday, September 5, 2024 at 2 pm PDT

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

(THIS PAGE INTENTIONALLY LEFT BLANK)

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into an agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
August 1, 2024

PROJECT
Printing, Graphic Design, and Mailing Services

PROPOSAL OWNER
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance
Contact Phone: (562) 858 - 0511
Contact Email: lanadich@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact Email: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, August 20, 2024, at 2 pm PDT**. Proposals must be submitted by **Thursday, September 5, 2024, at 2 pm PDT.** Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals.

To access the City's PlanetBids Portal, please go to:

https://pbsystem.planetbids.com/portal/65093/portal-home

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CONTENTS

I. Notice Inviting Proposals 5
II. Introduction 6
III. About the City of Santa Fe Springs 6
IV. Timeline 6
V. Scope of Work 7
VI. Qualifications and Requirements 8
VII. Proposal Submittal 9
VIII. Proposal Content and Format 9
IX. Evaluation Criteria 10
X. Proposal Protests 11
XI. Execution of Agreement 12
XII. Insurance Requirements 13
XIII. Business License Requirement 15
XIV. Use of Federal Funds 16
XV. Non-Commitment of City 16
XVI. Labor Requirements 16
XVII. Records 17
XVIII. Use of Subcontractors 17
XIX. Modifications/Changes 17
XX. Disclosure of Information 17
XXI. Ex-Parte Communications 18
XXII. General Rights of the City 18

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified vendors to provide printing, graphic design, and mailing services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - 2. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/119080

Prospective vendors must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, August 20, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, September 5, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

II. Introduction

The City of Santa Fe Springs, hereinafter referred to as “City”, invites proposals from qualified vendors to provide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time-sensitive. The items and services obtained will be used for internal and external correspondence.

Through this solicitation, the City seeks to establish a three (3) year agreement, with an option to extend for two (2) additional, one (1) year terms. To ensure the availability of services, the City may choose to award multiple vendors through this solicitation.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast 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 has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its 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

IV. Timeline

- Release RFP — Thursday, August 1, 2024
- Online Q&A Deadline — Tuesday, August 20, 2024, 2 pm PDT
- Deadline to Submit Responses — Thursday, September 5, 2024, at 2 pm PDT
- City Review of Submissions — Mid-September 2024
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Late September 2024/Early October 2024
- Award — Mid-October 2024

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

V. Scope of Work

General Service Description

The City is seeking vendors to create and produce various materials for internal and external use by residents, employees, members of the business community, and other community members using traditional print, the City website (santafesprings.org), and social media platforms (e.g., Facebook, X (formerly Twitter), Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the items above on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table that identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the "Line Item" tab). Please note that this is a partial list but represents most of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not commit to purchasing a specific quantity of any item or service. The amounts listed are annual estimates. City staff submitting service requests will determine the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy-produced materials must be of commercially acceptable quality. Work must be appropriately aligned, free of fading or smearing, of the correct color, and packaged to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should remember that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content in their paper products, including 100% post-consumer recycled content, with a preference for Green Seal Certified (GSC) paper when available.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Additional Services

Mailing Services

Some printing materials, such as newsletters and postcards, may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per-hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the City of Santa Fe Springs limits. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	**11710 Telegraph Road Santa Fe Springs, CA 90670**
City Library	**11700 Telegraph Road Santa Fe Springs, CA 90670**
Police Service Center	**11576 Telegraph Road Santa Fe Springs, CA 90670**
Municipal Services Yard	**12636 Emmens Way Santa Fe Springs, CA 90670**
Gus Velasco Neighborhood Center/Park	**9255 Pioneer Boulevard Santa Fe Springs, CA 90670**
Activity Center	**11155 Charlesworth Road Santa Fe Springs, CA 90670**
Fire and Rescue	**11300 Greenstone Ave Santa Fe Springs, CA 90670**

VI. Qualifications and Requirements

Vendors must clearly demonstrate how they meet the minimum qualifications to be considered. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Santa Fe Springs
- A web-based platform to request business card orders is preferred
- Ability to provide same-day service if the volume of the request is reasonable and sufficient notice is provided

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

- Vendors must provide quotes based on the proposed fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendor should describe their experience and qualifications in their proposals to confirm that the above minimum requirements have been met. This should be detailed within their proposal within the section regarding Relevant Experience (**See this RFP document, Section VIII – Proposal Content and Format** for additional details)

VII. Proposal Submittal

Please see ***Section VIII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors should plan to submit responses to this request well before the deadline to avoid technical difficulties/errors.

VIII. Proposal Content and Format

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding availability to dedicate time, personnel, and resources to this effort.

B. Vendor Questionnaire – Review and complete the questionnaire (**Attachment A – Vendor Questionnaire**). This document must be returned with your proposal.

C. Project Understanding and Approach – Include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, including methodologies and technologies you would employ. Describe anything you expect the City to provide.

D. Relevant Experience – Include information describing your experience providing similar services for public agencies. Using **Attachment B – References,** please give contact information for at least three (3) public entities that the City may contact. At a minimum, the City seeks references that can provide details about recent projects (i.e., completed within the last three (3) years) of similar size, scope, and complexity.

E. Conflict of Interest Statement - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

selection process. If the Vendor has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal ("Line Items" Tab in PlanetBids) – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors proving the most comprehensive list will receive preference.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed twenty (20) pages when printed on 8-½ -11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.

C. Proposal details following the order set forth in the "Proposal Content and Format" section of this RFP.

IX. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Proposed fees for services (40 points)

- Proposed fees are reasonable

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

2. **Experience of Firm and Project Personnel (30 points)**
    - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work

3. **References Checks (20 points)**
    - Good reference checks from primary and/or secondary sources

4. **Responsiveness to RFP (10 points)**
    - Compliance with the required format
    - Offered new/innovative services, suggestions

Local Vendor Preference
The City is prioritizing local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location within the city limits. To be considered, vendors must submit a copy of their current City of Santa Fe Springs business license listing an address with the city limits. **Vendors confirmed to be within the City will be given an additional five (5) points in the evaluation score.**

Vendors outside the City of Santa Fe Springs are still highly encouraged to submit a response.

Interviews
If necessary, the City may require the top-rated proposers to participate in an interview. The City will email those selected for the interview to schedule a date and time.

X. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, specific steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or email within the specified time frame. Protests can be sent to:

    Mail:
    City of Santa Fe Springs
    Attn: Department of Finance – Lana Dich
    11710 Telegraph Road
    Santa Fe Springs, CA 90670

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Or

Email:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

XI. Execution of Agreement

If required, the resulting agreement (see attached sample Attachment C) shall be signed by the successful Vendor and return with the required insurance within ten (10) business days after the City issues a notice of intent to award. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XII. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

***C.* Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

***D.* Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors 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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, 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 or an authorized designee's discretion.

XIII. Business License Requirement

Vendors that conduct business within city limits may be required to obtain a City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License Program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

XIV. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XV. Non-Commitment of City

While the City intends to select a Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XVI. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

C. **Non-Discrimination:** The Vendor shall not discriminate in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the job properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Vendor will only hire individuals of legal age to work.

XVII. Records

The Vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

XVIII. Use of Subcontractors

The Vendor shall be responsible for all work performed under the final agreement and keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used in this work shall be under the vendor's direct supervision and be considered their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XIX. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XX. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.

B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

XXI. Ex-Parte Communications

Vendors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXII. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – Vendor Questionnaire
Attachment B – References
Attachment C – Sample PSA

Also See – Sample Items 1 - 7

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – 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 _____

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [State and Entity Type: Example – California limited liability company] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services 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 ("Services"). Consultant shall complete the Services 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.

3. PERFORMANCE

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.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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. 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. Consultant will submit invoices monthly for actual Services performed. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. 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 Consultant's Services or fees, it shall give written notice to Consultant 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. 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. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant 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. Consultant shall be responsible for costs incurred by the City

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant's duty to indemnify and

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's 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 of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or subconsultants. Payment by the City is not a condition precedent to enforcement of this provision.

C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Consultant 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

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

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold 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. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant 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 Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, 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, Consultant and any of its employees, agents, and subconsultants 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant 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. Consultant 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 Consultant to comply with this Section.

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

13. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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 CITY 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 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

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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:

To Consultant: _____
_____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. [Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.] Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and 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 subconsultant 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, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

19. 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.

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. 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.

23. 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.

24. 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.

25. WAIVER

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

26. 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.

27. 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.

28. 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.

29. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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 CONSULTANT

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

_____

Date: _____

_____
Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

_____
Janet Martinez, City Clerk

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:

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

SAMPLE

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

General liability insurance. Consultant 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 $1,000,000 per occurrence, $2,000,000 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 maintain automobile 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 $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 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.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant 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).

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.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

[Note: If the required limits for general liability, auto and employer's liability are $1 million or less, the following paragraph may be omitted.]

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

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

City of Santa Fe Springs
11710 Telegraph Road.
Santa Fe Springs, Ca. 90670

Cover letter and Company information

Advantage Mailing LLC
1600 N. Kraemer Blvd.
Anaheim, Ca. 92806
Main Office 714-538-3881
Fax 714-632-8534
www.advantageinc.com
Tom Ling – Managing Member (Tom is the main signer on any contract)

Main Contact

Scott Ogle
Account Executive – (Scott will supply any information and the handling of all documentation to the city)
949-633-9090
sogle@Advantageinc.com

Advantage has been in business since 1994. We currently have over 800 employees. Advantage is the largest printer on the West Coast. Currently we print Parks and Recreation Guide Brochures for more than 50 cities here in Southern California. We have been doing this style of work for more than twenty years and we are very good at it. We understand the time commitments needed to get your publication in the hands of your residences prior to classes starting. Of the over 50 cities that we print Parks and Recreation Guides, most of them have been with us for over 10 years. We have a long-standing reputation for delivering city publications on time. For new clients, we ask to have them send us the files for the last magazine that they printed. With these files, we process them as if it was a live job. If there are any files that look questionable, we address it then. By doing this extra step, Advantage ensures that the transition will go smoothly not only for the processing of files but also the transmitting of files. When the live job comes in, we know that there will be no issues delaying any prat of the process.

Our large complement of equipment allows us to continually stay on schedule to make your post office drop on time. We have a number of duplicate presses. Should an unforeseen mechanical problem arise we simply move the job to an identical press, so the schedule is not compromised. Advantage is also one of the largest mailers in the state processing nearly 2,000,000 postal pieces each day. Our fleet of trucks make daily drops to various Post Offices. Advantage has in-house Postal Verification. This allows us to bypass waiting in line with our trucks to have the post office verify the mail. That in turn speeds up the delivery process.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Our pricing does not include sales tax. If the City mails a publication at least 4 times a year you will qualify for a periodical exemption on sales tax. This would also apply for all materials displaying a printed sales message even if those products are only purchased once a year. We can provide you the necessary form to take advantage of this program. I have also included a quote for your “All things Sante Fe” magazine. We are very interested in providing these services to you. I believe that our company has a lot to offer you.

Thank you for your consideration,

Scott Ogle

Advantage Mailing LLC

949-633-9090

sogle@Advantageinc.com

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

City of Santa Fe Springs

Company bio's for Advantage Mailing LLC

Andy Perez – General Manager

More than 20+ years of strategic hands-on experience applying people, process, problem-solving, and technical skills to improve individual, team, organizational, and company-wide performance. A dynamic leader, strategically aligning operations and infrastructure to exceed demands within customer-driven industries. Innovative manager of design, development, and implementation constantly leveraging extensive organizational expansion and productivity measures. Expert in identifying opportunities with tactical knowledge of production management and personnel resourcing. A passionate team builder, mentoring with purpose, realizing that strong working relationships create great teams, producing exceptional results. Areas of Expertise: National Operations Management Extensive Budget Administration Workflow Optimization Strategic Planning/Tactical Executions Quality Assurance Management Productivity/Efficiency Improvements Leadership/Development/Training Cross-Functional Team Leadership Process Reengineering Relationship Building / Management Technology Implementation Customer Service & Relationship Building Professional Career Chronology Advantage Inc. – General Manager- 2019-Present Cenveo Worldwide Limited - Regional Vice President- 2016-2019 BR Direct- General Manager – 2012-2016 IWCO Direct- Operations Manager - 2006-2012 Creative Mailing Marketing- Direct Mail Holdings Operations Manager -2000-2006

Ken Beck – Plant Manager

Working in the printing industry since 1978. Companies worked for throughout my career include: Frye & Smith, American Signature Graphics, Calsonic Miura Graphics, ColorGraphics, Advantage ColorGraphics

Job duties have included:

Shipping Manager
Bindery Manager
Plant Scheduler
Production Manager
Plant Manager

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

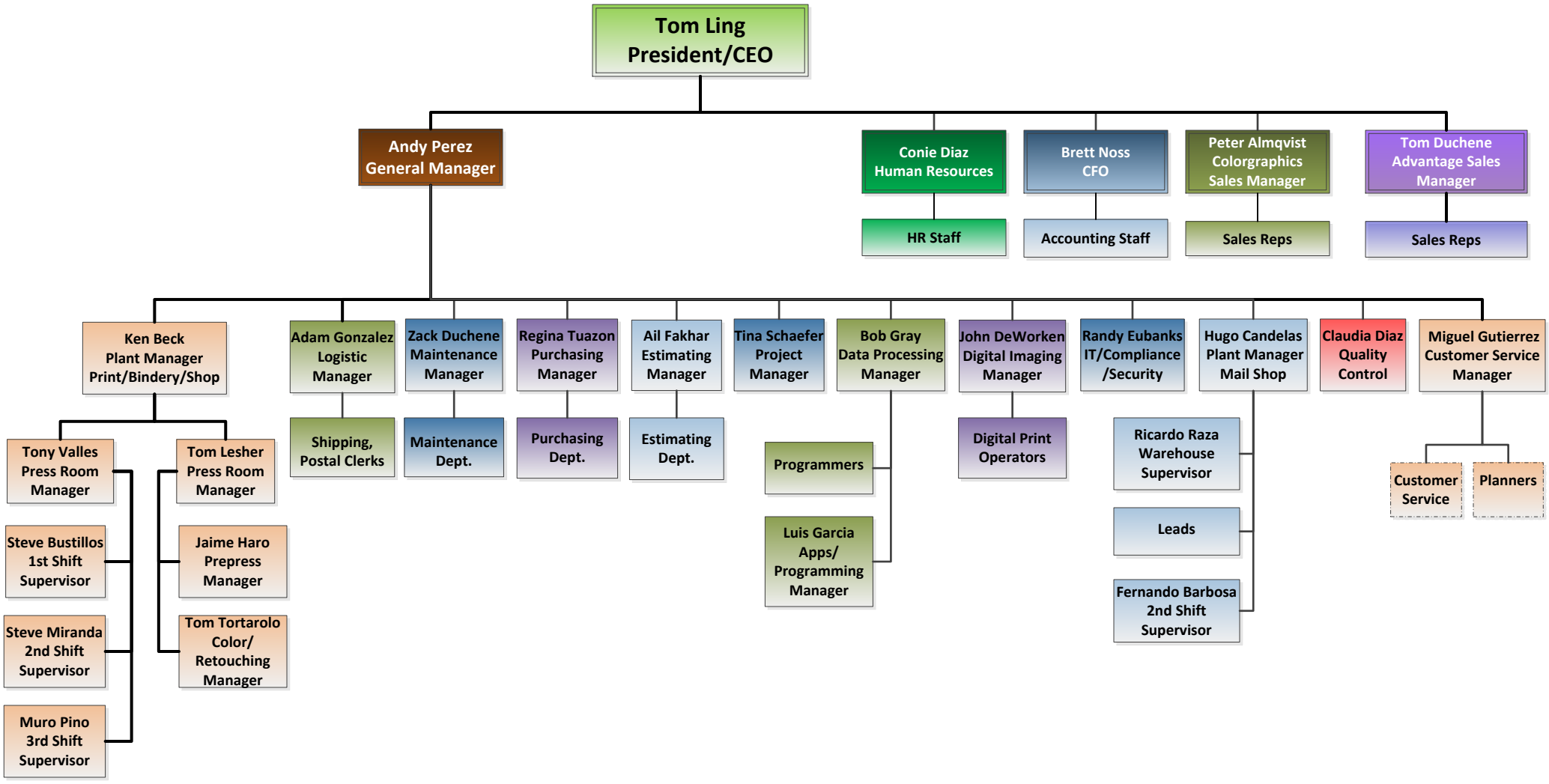
Scott Ogle – Account Manager

Working in the printing industry since 1977. He has held positions of Management in Prepress, Bindery, Quality Control, Planning, and Scheduling. He has been with Advantage since 2009. Advantage Printing produces more than 50 City Activity Guide Brochure of which Scott handles a number of these accounts. These City account span an area from San Diego to San Francisco and some being produced for cities in Arizona. Scott also oversees print production schedules (coordinating between sales staff/customer service representatives, purchasing, prepress, and production on press schedules).

Suzanne Fierros – Account Manager

Over 40 years of experience in the printing industry as an Account Manager for: International Printers, Sinclair Printing, Penn Litho, Advantage Mailing
10 years of experience with Advantage Mailing LLC. Specializing in City Publications (print and mail), College and University class schedules and brochure (print and mail), Cruise line catalogs and Medical Catalogs.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA



Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Advantage ColorGraphics
PRINTING • MAILING • MARKETING
1600 N. Kraemer Blvd.
Anaheim, CA 92806
Phone: (714) 538-3881 · Fax: (714) 632-8534

Proposal

Attn: Lana Dich / Micah H
City of Sante Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Ph: 562.858.0511 ***Fax:***

Proposal 270502.
Date September 3, 2024

Project
Project # 2 - All Things Sante Fe
Art & List Supplied -
40 pg self
Web Prt - 4/4, 4 cp / Same on 70# #3 Gloss Book
Gather, Saddle Stitch & Trim to 8.375 x 10.875
21,000 = Bundle Tie in 50's w/ EDDM Slips - F.O.B.: Sante Fe Springs USPS
Balance to Carton Pack Conv - F.O.B.: Sante Fe Springs City Hall

Postage NOT INCLUDED

Note: MILL ITEM Paper, ALLOW 4 - 6 Weeks for Stock Price Prevailing at Time of Shipment, Subject to Price Increase, Allocation & Mill Manufacturing Date BUT Paper Availability is NOT GUARENTEED

Quantity of 21,200

Services	***Quantity***	***Setup***	***Rate***	***per***	***Price***
Printing - **Prt 8 pg Txt 4/4 on M600	21,200		$154.37	/m	$3,272.55
Printing - **Prt 16 pg Txt 4/4 on M600	21,200		$224.72	/m	$4,764.01
Printing - **Prt 16 pg Txt 4/4 on M600	21,200		$217.45	/m	$4,609.98
Printing - **Bindery	1		$854,490.	/m	$854.49
DP EDDM/Simplified Paperwork	21,200	$25.00	$5.00	/m	$131.00
Packaging-Hand Bundle	21,200		$8.00	/m	$169.60
Plant Verify	1		$42.50	ea	$42.50
Deliver to Local Post Office	1		$225.00	ea	$225.00
Total Cost for Services					**$14,069.13**
Total Estimated Project Cost	21,200	***Unit Price:***	$0.6636		**$14,069.13**

Quotation SUBJECT to re-quote upon receipt of customer artwork, film or mail piece. Postage MUST be received prior to drop. Actual postage may vary from estimate.

Due to market conditions the paper prices included in this quotation are based on current prices, and are subject to adjustment and availability at the time the paper stock is shipped from the mill. Any price increase will be reflected with an adjustment to this proposal or on the invoice rendered to you. **Over/under run of 5%** shall constitute an acceptable delivery and be billed accordingly. Print pricing does NOT include sales tax if applicable. Prices based on the information received at the time of the quote and are subject to change upon the receipt of the artwork..

Customer Signature: _____ Submitted by: _____ Sales Rep.

Title: _____ By: _____ Authorized Officer

Scott Ogle
Account Manager

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

SECURITY AND CERTIFICATIONS

- SOC 2 Type 2 Compliant
- HIPPA Compliant
- Equifax, Experian and TransUnion Data Certified
- ISO 9001 Certified
- PCI DSS Merchant Data Security Validation
- National Minority Supplier Certified - NMSDC
- FSC Certified
- G7 Printer Certification
- Government TIER 1 Supplier Certification
- USPS Seamless Acceptance Certified

Advantage ColorGraphics
PRINTING • MAILING • MARKETING

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

Capabilities

- Ability to Print and Mail 60 Million Pieces per month
- Multiple open webs, continuous and sheet fed printing platforms for letter packages, self-mailers, postcards and snap-packs. From 8-10 color
- Coatings and finishes all in-house
- Multiple digital platforms from web to sheet fed. Printing and imaging all in one pass(duplex) which reduces production cycle times. Digital eliminates print versions, less paper waste, unlimited variability, less mail streams which can net less postage costs.
- Multiple imaging and personalization platforms from open web, continuous and sheet fed including inkjet, laser and digital. Duplex for all imaging platforms
- Robust Data Hygiene, SFTP and Mail Tracking Services
- Multiple inserting platforms and up to 4-way automated matching
- High-speed inserting of letter packages up to 20,000 per hour
- Card, post-it-note and magnet affixing
- Multiple production platforms provides more options for direct mail programs
- High-speed platforms reduces production cycle times
- Highly skilled service and production personnel to ensure high quality DM

Certifications

- SOC 2 Type 2 Compliant
- National Minority Supplier Certified - NMSDC
- HIPPA Compliant
- Equifax, Experian and TransUnion Data Certified
- ISO 9001 Certified
- PCI DSS Merchant Data Security Validation
- FSC Certified
- G7 Printer Certification
- Government TIER 1 Supplier Certification
- USPS Seamless Acceptance Certified

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	Advantage Mailing LLC.
Business Address	1600 N. Kreamer Blvd. Anaheim, Ca.
Business Phone Number	714-538-3881
Contact Person Name and Title	Scott Ogle - Account Executive
Contact Person Phone Number	949-633-9090
Contact Person Email Address	sogle@Advantageinc.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No.
2. How many years of experience do you have providing printing services?	45 years of printing experience 20 years specializing in city accounts like parks and recreation guides, postcards, mailers, and annual reports.
3. How many years of experience do you have providing graphic design services?	Our graphics team has over 20 years of experience in Graphic Design

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes, all public agencies. Our customer list extends over 10,000 clients. We currently print parks and rec guides for over 50 cities here in Southern California. We are a US Government approved printing facility. We currently print over 12,000,000 voter guides. We print material for over 100 schools,
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	City of : Anaheim, Arcadia, Alhambra, Azusa, Beaumont, Beverly Hills, Buena Park, Burbank, Carson, Cerritos, Costa Mesa, Covina, Cypress, Duarte, Fullerton, Garden Grove, Glendale, Huntington Beach, Irvine, Jurupa, La Mirada, Laguna Beach, Lancaster, Lakewood, Lake Forest, Long Beach, Los Alimitos. Los Aliso, Mission Viejo, Moorpark, Ojai, Ontario, Palmdale, Pleasent Valley, Riverside, Santa Ana, Temecula, Yucaipa, Yorba Linda to name a few. Rancho Santiago Community College District, Saddleback Valley College District, UCI, UCLA, USC, Pepperdine, Biola, University of Riverside. County of Orange, Fresno County, Riverside County, State of California and the US Government
6. Can you provide same day/expedited services?	On Occasion
7. Do you have a web-based platform for submitting/receiving business card orders?	No

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Lake Forest
Entity Address 100 Civic Center Drive, Lake Forest, Ca. 92630
Name of Contact Jonathan Volzke
Telephone Number of Contact 949-282-5214
Email of Contact jvolzke@lakeforestca.gov
Project Title Leaflet Magazine
Date of Project 1 year contract with extensions

Entity Name City of Los Aliso
Entity Address 12 Journey Suite 100, Aliso Viejo, Ca. 92656
Name of Contact Lizzy Mendoza
Telephone Number of Contact 949-425-2553
Email of Contact LMendoza@AVCity.org
Project Title Quarterly Magazine
Date of Project 1 year contract with extensions

Entity Name City of Yorba Linda
Entity Address 4845 Casa Loma Avenue, Yorba Linda, Ca. 92886
Name of Contact Julio Palacios
Telephone Number of Contact 714-961-7116
Email of Contact jpalacious@yorbalinda.gov
Project Title Quarterly Magazine
Date of Project 1 year contract with extensions

Bid Results

Bidder Details

Vendor Name	Advantage Mailing LLC
Address	1600 N Kraemer Blvd. Anaheim, California 92806 United States
Respondee	Scott Ogle
Respondee Title	Account Executive
Phone	949-633-9090
Email	sogle@Advantageinc.com
Vendor Type	MBE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	09/05/2024 1:15 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	393321
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Santa Fe Springs Cover letter, Bios, Certifications.zip	Santa Fe Springs Cover letter, Bios, Certifications.zip	Letter of Interest/Proposal (See Section VIII of RFP Document)
ATTACHMENT A - VENDOR QUESTIONAIRRE City of Santa Fe Springs ADV.pdf	ATTACHMENT A - VENDOR QUESTIONAIRRE City of Santa Fe Springs ADV.pdf	Vendor Questionnaire (See Attachment A)
ATTACHMENT B - REFERENCES City of Sante Fe Springs (1) ADV.pdf	ATTACHMENT B - REFERENCES City of Sante Fe Springs (1) ADV.pdf	References (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							$5,732.2300		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.0860	$430.0000	Yes	
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided (Full Bleed)	Letter	5000	$0.1201	$600.5000	Yes	
3			8.5" x 11" Paper - 24# White Woven Regular - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.0873	$436.5000	Yes	
4			8.5" x 11" Paper - 24# White Woven Regular - Color - Double Sided (Full Bleed)	Letter	5000	$0.1214	$607.0000	Yes	
5			#10 Envelopes - Window - Full Color, No Bleeds - No Printing on Flap	Envelop	20000	$0.1264	$2,528.0000	Yes	This includes folding and inserting of letters
6			Mailing Services - Letters (1 Insert)	Letter	20000	$0.0515	$1,030.0000	Yes	Mailing service is for an EDDM mailing list - mailing 4 drops of 5,000
7			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.2300	$0.2300	Yes	
8			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Newsletters (See Sample Item No. 1 - Newsletter)							$17,364.2300		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 4 Pages - Full Color/Full Bleed on 60lb Paper - Gloss - With Seal	Newsletter	80000	$0.1894	$15,152.0000	Yes	Price based upon quarterly publication of 20,000 per quarter
10			Mailing Services - Newsletter	Newsletter	80000	$0.0264	$2,112.0000	Yes	Price based upon quarterly publication of 20,000 per quarter
11			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.2300	$0.2300	Yes	
12			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Brochures (See Sample Item No. 2 - Brochure)							$3,740.2300		
13			Brochure - 8.5" x 11" - Bi-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	10000	$0.1223	$1,223.0000	Yes	
14			Brochure - 9" x 16" - Bi-Fold - Premium Paper Thickness - Full Color	Brochure	10000	$0.1885	$1,885.0000	Yes	
15			Mailing Services - Brochure	Brochure	10000	$0.0582	$582.0000	Yes	
16			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.2300	$0.2300	Yes	
17			Digital Copy for Website Posting	Digital	1	$50.0000	$50.0000	Yes	
Flyers (See Sample Item No. 3 - Flyer)							$689.8000		
18			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	$0.1344	$336.0000	Yes	
19			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1000	$0.3038	$303.8000	Yes	
20			Digital Copy for Website Posting	Digital	1	$50.0000	$50.0000	Yes	
Business Cards (See Sample Item No. 4 - Business Card)							$0.0000		
21			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	100		$0.0000	No	
22			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	500		$0.0000	No	
23			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1		$0.0000	No	
24			Online Portal Set-Up for Business Cards (Optional)	Digital	1		$0.0000	No	
Postcards (See Sample Item No. 5 - Postcard)							$1,048.9000		
25			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	$0.4443	$444.3000	Yes	
26			Mailing Services - Postcards	Postcard	1000	$0.5542	$554.2000	Yes	
27			Standard Postage Rate	Postage	1	$0.4000	$0.4000	Yes	This rate is for standard postage non EDDM
28			Digital Copy for Website Posting	Digital	1	$50.0000	$50.0000	Yes	
Banners (See Sample Item No. 6 - Banner)							$25,253.5000		
29			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	$140.7600	$14,076.0000	Yes	This Pricing if for 18oz. not 22oz.
30			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100		$0.0000	No	
31			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	$151.0000	$3,775.0000	Yes	Pricing is based upon a size of 31" x 81". This is best rate. Production time 4 working days
32			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	$63.6000	$1,590.0000	Yes	Production time 5 working days
33			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	$330.0000	$3,300.0000	Yes	Production time 5 working day
34			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Veritcal - Full Color	Banner	10	$251.2500	$2,512.5000	Yes	Production time 5 working days
Signs (See Sample Item No. 7 - Sign)							$13,767.5000		

35			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	$9.1000	$2,275.0000	Yes	Production time 7 working days
36			Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	$45.9700	$11,492.5000	Yes	Production time 7 working days
Bound Books (See Sample Item No. 8 - Bound Book)							$2,913.5000		
37			8 1/2" x 11" Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 225 pages)	Book	50	$58.2700	$2,913.5000	Yes	This is based upon your current book, 18 stair step mylar thumb tabs on inserts, Wire O bound
Apparel/Promotional Items							$0.0000		
38			Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50		$0.0000	No	
39			Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25		$0.0000	No	
40			Cap - Mens/Womens - Carhart Ashland Cap (or similar) - Black	Cap	25		$0.0000	No	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
41			Ceramic Mug - 11oz - White - City Logo (1 Color)	Mug	50		$0.0000	No	
42			Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo (1 Color)	Bottle	50		$0.0000	No	
Graphic Design Services							$0.0000		
43			Graphic Design Services	Hour	80		$0.0000	No	
Misc Services/Fees							$0.0000		
44			Expedited Service Fee	Fee	1		$0.0000	No	
45			Delivery Service Fee (See Scope of Work)	Fee	1	$0.0000	$0.0000	Yes	Delivery charge is included in each item listed above
46			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1		$0.0000	No	

Line Item Subtotals

Section Title	Line Total
Letters	$5,732.2300
Newsletters (See Sample Item No. 1 - Newsletter)	$17,364.2300
Brochures (See Sample Item No. 2 - Brochure)	$3,740.2300
Flyers (See Sample Item No. 3 - Flyer)	$689.8000
Business Cards (See Sample Item No. 4 - Business Card)	$0.0000
Postcards (See Sample Item No. 5 - Postcard)	$1,048.9000
Banners (See Sample Item No. 6 - Banner)	$25,253.5000
Signs (See Sample Item No. 7 - Sign)	$13,767.5000
Bound Books (See Sample Item No. 8 - Bound Book)	$2,913.5000
Apparel/Promotional Items	$0.0000
Graphic Design Services	$0.0000
Misc Services/Fees	$0.0000
Grand Total	$70,509.8900

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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,

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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.

Docusign Envelope ID: 8AFBA84C-B256-43D6-B61E-B0B629260EEA

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
PROFESSIONAL SERVICES AGREEMENT
WITH
DDWERKS

This Professional Services Agreement ("Agreement") is made and effective as of October 15, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and DDWerks, a California S-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 Printing, Graphic Design, and Mailing Services (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 June 30, 2027 ("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 Eighty Thousand Dollars ($80,000.00) (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 as the Work is completed. Consultant will submit to City an itemized invoices indicating the services performed and tasks completed, 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's Procurement Manager, 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 the Account Executive 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 – Consultant Proposal.

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 of 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

To Consultant: DDWerks
9122 Norwalk Boulevard
Santa Fe Springs, CA 90670
Attention: Randall Courtney, President

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

_____

Date: _____

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

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 PROPOSALS No. 25 - 2
Printing, Graphic Design, and Mailing Services

Issue Date: Thursday, August 1, 2024
Questions Due Date: Tuesday, August 20, 2024 at 2 pm PDT
Proposal Due Date: Thursday, September 5, 2024 at 2 pm PDT

(THIS PAGE INTENTIONALLY LEFT BLANK)

TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into an agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
August 1, 2024

PROJECT
Printing, Graphic Design, and Mailing Services

PROPOSAL OWNER
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance
Contact Phone: (562) 858 - 0511
Contact Email: lanadich@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact Email: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, August 20, 2024, at 2 pm PDT**. Proposals must be submitted by **Thursday, September 5, 2024, at 2 pm PDT.** Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals.

To access the City's PlanetBids Portal, please go to:

https://pbsystem.planetbids.com/portal/65093/portal-home

CONTENTS

I. Notice Inviting Proposals 5
II. Introduction 6
III. About the City of Santa Fe Springs 6
IV. Timeline 6
V. Scope of Work 7
VI. Qualifications and Requirements 8
VII. Proposal Submittal 9
VIII. Proposal Content and Format 9
IX. Evaluation Criteria 10
X. Proposal Protests 11
XI. Execution of Agreement 12
XII. Insurance Requirements 13
XIII. Business License Requirement 15
XIV. Use of Federal Funds 16
XV. Non-Commitment of City 16
XVI. Labor Requirements 16
XVII. Records 17
XVIII. Use of Subcontractors 17
XIX. Modifications/Changes 17
XX. Disclosure of Information 17
XXI. Ex-Parte Communications 18
XXII. General Rights of the City 18

I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified vendors to provide printing, graphic design, and mailing services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - 2. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/119080

Prospective vendors must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, August 20, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, September 5, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

II. Introduction

The City of Santa Fe Springs, hereinafter referred to as “City”, invites proposals from qualified vendors to provide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time-sensitive. The items and services obtained will be used for internal and external correspondence.

Through this solicitation, the City seeks to establish a three (3) year agreement, with an option to extend for two (2) additional, one (1) year terms. To ensure the availability of services, the City may choose to award multiple vendors through this solicitation.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast 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 has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its 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

IV. Timeline

• Release RFP	Thursday, August 1, 2024
• Online Q&A Deadline	Tuesday, August 20, 2024, 2 pm PDT
• Deadline to Submit Responses	Thursday, September 5, 2024, at 2 pm PDT
• City Review of Submissions	Mid-September 2024
• Interviews	TBD (If Necessary)
• Notifications Sent to Consultants	Late September 2024/Early October 2024
• Award	Mid-October 2024

V. Scope of Work

General Service Description

The City is seeking vendors to create and produce various materials for internal and external use by residents, employees, members of the business community, and other community members using traditional print, the City website (santafesprings.org), and social media platforms (e.g., Facebook, X (formerly Twitter), Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the items above on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table that identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the "Line Item" tab). Please note that this is a partial list but represents most of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not commit to purchasing a specific quantity of any item or service. The amounts listed are annual estimates. City staff submitting service requests will determine the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy-produced materials must be of commercially acceptable quality. Work must be appropriately aligned, free of fading or smearing, of the correct color, and packaged to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should remember that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content in their paper products, including 100% post-consumer recycled content, with a preference for Green Seal Certified (GSC) paper when available.

Additional Services

Mailing Services

Some printing materials, such as newsletters and postcards, may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per-hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the City of Santa Fe Springs limits. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	**11710 Telegraph Road Santa Fe Springs, CA 90670**
City Library	**11700 Telegraph Road Santa Fe Springs, CA 90670**
Police Service Center	**11576 Telegraph Road Santa Fe Springs, CA 90670**
Municipal Services Yard	**12636 Emmens Way Santa Fe Springs, CA 90670**
Gus Velasco Neighborhood Center/Park	**9255 Pioneer Boulevard Santa Fe Springs, CA 90670**
Activity Center	**11155 Charlesworth Road Santa Fe Springs, CA 90670**
Fire and Rescue	**11300 Greenstone Ave Santa Fe Springs, CA 90670**

VI. Qualifications and Requirements

Vendors must clearly demonstrate how they meet the minimum qualifications to be considered. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Santa Fe Springs
- A web-based platform to request business card orders is preferred
- Ability to provide same-day service if the volume of the request is reasonable and sufficient notice is provided

- Vendors must provide quotes based on the proposed fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendor should describe their experience and qualifications in their proposals to confirm that the above minimum requirements have been met. This should be detailed within their proposal within the section regarding Relevant Experience (**See this RFP document, Section VIII – Proposal Content and Format** for additional details)

VII. Proposal Submittal

Please see ***Section VIII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors should plan to submit responses to this request well before the deadline to avoid technical difficulties/errors.

VIII. Proposal Content and Format

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding availability to dedicate time, personnel, and resources to this effort.

B. Vendor Questionnaire – Review and complete the questionnaire (**Attachment A – Vendor Questionnaire**). This document must be returned with your proposal.

C. Project Understanding and Approach – Include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, including methodologies and technologies you would employ. Describe anything you expect the City to provide.

D. Relevant Experience – Include information describing your experience providing similar services for public agencies. Using **Attachment B – References,** please give contact information for at least three (3) public entities that the City may contact. At a minimum, the City seeks references that can provide details about recent projects (i.e., completed within the last three (3) years) of similar size, scope, and complexity.

E. Conflict of Interest Statement - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the

selection process. If the Vendor has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal ("Line Items" Tab in PlanetBids) – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors proving the most comprehensive list will receive preference.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed twenty (20) pages when printed on 8-½ -11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.

C. Proposal details following the order set forth in the "Proposal Content and Format" section of this RFP.

IX. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Proposed fees for services (40 points)

- Proposed fees are reasonable

2. **Experience of Firm and Project Personnel (30 points)**
    - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work

3. **References Checks (20 points)**
    - Good reference checks from primary and/or secondary sources

4. **Responsiveness to RFP (10 points)**
    - Compliance with the required format
    - Offered new/innovative services, suggestions

Local Vendor Preference
The City is prioritizing local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location within the city limits. To be considered, vendors must submit a copy of their current City of Santa Fe Springs business license listing an address with the city limits. **Vendors confirmed to be within the City will be given an additional five (5) points in the evaluation score.**

Vendors outside the City of Santa Fe Springs are still highly encouraged to submit a response.

Interviews
If necessary, the City may require the top-rated proposers to participate in an interview. The City will email those selected for the interview to schedule a date and time.

X. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, specific steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or email within the specified time frame. Protests can be sent to:

    Mail:
    City of Santa Fe Springs
    Attn: Department of Finance – Lana Dich
    11710 Telegraph Road
    Santa Fe Springs, CA 90670

Or

Email:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

XI. Execution of Agreement

If required, the resulting agreement (see attached sample Attachment C) shall be signed by the successful Vendor and return with the required insurance within ten (10) business days after the City issues a notice of intent to award. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XII. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

***C.* Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

***D.* Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors 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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, 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 or an authorized designee's discretion.

XIII. Business License Requirement

Vendors that conduct business within city limits may be required to obtain a City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License Program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

XIV. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XV. Non-Commitment of City

While the City intends to select a Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XVI. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Vendor shall not discriminate in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the job properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Vendor will only hire individuals of legal age to work.

XVII. Records

The Vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

XVIII. Use of Subcontractors

The Vendor shall be responsible for all work performed under the final agreement and keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used in this work shall be under the vendor's direct supervision and be considered their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XIX. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XX. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.

B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

XXI. Ex-Parte Communications

Vendors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXII. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – Vendor Questionnaire
Attachment B – References
Attachment C – Sample PSA

Also See – Sample Items 1 - 7

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – 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 _____

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [State and Entity Type: Example – California limited liability company] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services 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 ("Services"). Consultant shall complete the Services 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.

3. PERFORMANCE

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.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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. 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. Consultant will submit invoices monthly for actual Services performed. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. 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 Consultant's Services or fees, it shall give written notice to Consultant 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. 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. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant 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. Consultant shall be responsible for costs incurred by the City

SAMPLE

due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant's duty to indemnify and

SAMPLE

hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's 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 of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or subconsultants. Payment by the City is not a condition precedent to enforcement of this provision.

C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Consultant 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

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

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided

in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold 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. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant 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 Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, 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, Consultant and any of its employees, agents, and subconsultants 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant 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. Consultant 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 Consultant to comply with this Section.

SAMPLE

13. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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 CITY 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 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

SAMPLE

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:

To Consultant: _____
_____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. [Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.] Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and 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 subconsultant 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, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

SAMPLE

19. 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.

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. 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.

23. 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.

24. 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.

25. WAIVER

SAMPLE

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.

26. 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.

27. 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.

28. 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.

29. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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 CONSULTANT

SAMPLE

_____

Date: _____

_____
Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

_____
Janet Martinez, City Clerk

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

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

SAMPLE

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

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.

General liability insurance. Consultant 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 $1,000,000 per occurrence, $2,000,000 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 maintain automobile 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 $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 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.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant 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).

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.

[Note: If the required limits for general liability, auto and employer's liability are $1 million or less, the following paragraph may be omitted.]

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.

EXHIBIT B

CONSULTANT'S PROPOSAL

DDWerks

Randall Courtney

order@ddwerks.com

310-968-7185

September 5, 2024

Request for Proposals No. 25 - 2
Printing, Graphic Design,
and Mailing Services

DDWerks
Full Service Sign, Graphics, & Print Company

DDWerks
Randall Courtney
order@ddwerks.com
310-968-7185

Table of Contents

A. Letter of Interest 2

B. Vendor Questionnaire - Attachment A 3

C. Project Understanding and Approach 5

D. Relevant Experience - Attachment B - References 6

E. Conflict of Interest Statement 7

DDWerks
Randall Courtney
order@ddwerks.com
310-968-7185

A. Letter of Interest

The DDWerks team is extremely interested in being considered for the City of Santa Fe Springs Printing, Graphic Design, and Mailing Services project.

For nearly 35 years, President Randall Courtney has worked tirelessly to master the print industry. Over the years, he has assembled a team full of experienced printing professionals to handle projects with ease. From commercial printing, wide format printing, graphics, signage, promotional items, apparel, and more, the DDWerks team has acquired a breadth of knowledge, skills, problem solving capabilities, creative solutions, efficient and top quality workflow, and most importantly, the ability to meet all the printing needs of your organization with your satisfaction guaranteed.

We have worked on a multitude of projects with the City of Santa Fe Springs (in fact, we are working on a few now) and intend to continue giving all projects attention, care, and complete them with urgency, exceeding expectations. We know how important each project is and are more than equipped to handle them.

DDWerks will not only excel while completing these projects, but will be excited to take them on!

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	**DDWERKS**
Business Address	**9122 Norwalk Blvd SFS 90670- PO box 2545**
Business Phone Number	**833 339 3757, ext 2; 310 968 7185**
Contact Person Name and Title	**Randall Courtney, President**
Contact Person Phone Number	**310 968 7185**
Contact Person Email Address	**order@ddwerks.com**

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	**Yes**
2. How many years of experience do you have providing printing services?	**34 years**
3. How many years of experience do you have providing graphic design services?	**25 years**

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	**Yes**
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	**City of Santa Fe Springs** **Downey Police department** **Downey Fire Department** **Biola University** **Western University of Health Sciences**
6. Can you provide same day/expedited services?	**Yes**
7. Do you have a web-based platform for submitting/receiving business card orders?	**Yes**

DDWerks
Randall Courtney
order@ddwerks.com
310-968-7185

C. Project Understanding and Approach

DDWerks has years of experience providing commercial print (business cards, postcards, flyers, mailers, etc.), graphic design services, sign design, manufacturing, and installation, provision of promotional item services (file set up and manufacturing), and much more.

From the moment we receive a project, the process of intake, set up, proofing, prepping files for production, printing, manufacturing, and delivery is meticulous. Our graphic design team checks all files for errors, low quality imaging, font conflicts, and bleed requirements to ensure all files print at the highest quality possible. If any issues arise, the team communicates clearly if any information is needed to adjust it, how to adjust it, and more often than not, we take care of the adjustments without involving our customer. We ALWAYS proof our projects to our customers to ensure we will be giving them exactly what they are wanting. When we go to print, we once again do a quality check to make sure all graphics are vectorized or high resolution. Our goal is to provide you with the best product with the best customer service on the way to completing the product.

To ensure everything runs smoothly, we ask that for all projects, the City provides any relevant logos, text or messaging requests, and high resolution photos (if required for the projects) to make sure we have everything we need to process the order. If that information is not included, we will either notify and request it from the ordering party, or, if you need help getting the assets or coming up with a design, we can take care of that, too!

We understand that creative projects usually start with a bud of an idea - we will help make your projects blossom!

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name Downey Police Department

Entity Address 10911 Brookshire Ave Downey, Ca 90241

Name of Contact Lt Vince Rosario

Telephone Number of Contact 562 861 0771

Email of Contact vrosario@downeyca.org

Project Title Miscellaneous Projects

Date of Project July 2024

Entity Name Biola University

Entity Address 13800 Biola Avenue, La Mirada, Ca 90639

Name of Contact Stephanie Faulkner

Telephone Number of Contact 562 96 4578

Email of Contact ucm.print.production@biola.edu

Project Title Campus banners

Date of Project 08/30/2024

Entity Name McMaster Carr

Entity Address 9630 Norwalk Blvd SFS CA 90670

Name of Contact All of Purchasing in CA, ATL, CHI, OHIO, TX

Telephone Number of Contact 630 782-3820

Email of Contact sales@mcmaster.com

Project Title We get 100's of different POs from them.

Date of Project Daily

DDWerks
Randall Courtney
order@ddwerks.com
310-968-7185

E. Conflict of Interest Statement

DDWerks has worked with the City of Santa Fe Springs on a multitude of projects over the years. Other than our professional business dealings with employees of the City, we do not have any financial, business, or other relationships that would have an imapct upon the selection process.

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	**DDWERKS**
Business Address	**9122 Norwalk Blvd SFS 90670- PO box 2545**
Business Phone Number	**833 339 3757, ext 2; 310 968 7185**
Contact Person Name and Title	**Randall Courtney, President**
Contact Person Phone Number	**310 968 7185**
Contact Person Email Address	**order@ddwerks.com**

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	**Yes**
2. How many years of experience do you have providing printing services?	**34 years**
3. How many years of experience do you have providing graphic design services?	**25 years**

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	**Yes**
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	**City of Santa Fe Springs** **Downey Police department** **Downey Fire Department** **Biola University** **Western University of Health Sciences**
6. Can you provide same day/expedited services?	**Yes**
7. Do you have a web-based platform for submitting/receiving business card orders?	**Yes**

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name Downey Police Department

Entity Address 10911 Brookshire Ave Downey, Ca 90241

Name of Contact Lt Vince Rosario

Telephone Number of Contact 562 861 0771

Email of Contact vrosario@downeyca.org

Project Title Miscellaneous Projects

Date of Project July 2024

Entity Name Biola University

Entity Address 13800 Biola Avenue, La Mirada, Ca 90639

Name of Contact Stephanie Faulkner

Telephone Number of Contact 562 96 4578

Email of Contact ucm.print.production@biola.edu

Project Title Campus banners

Date of Project 08/30/2024

Entity Name McMaster Carr

Entity Address 9630 Norwalk Blvd SFS CA 90670

Name of Contact All of Purchasing in CA, ATL, CHI, OHIO, TX

Telephone Number of Contact 630 782-3820

Email of Contact sales@mcmaster.com

Project Title We get 100's of different POs from them.

Date of Project Daily

Bid Results

Bidder Details

Vendor Name	DDWERKS
Address	9122 Norwalk Blvd Santa Fe Springs, California 90670 United States
Respondee	Randall L Courtney
Respondee Title	President
Phone	310-968-7185
Email	randall@ddwerks.com
Vendor Type	DVBE, CASoS
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	09/05/2024 10:36 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	392348
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
DDWerks-RFPNo25-2-Printing-GraphicDesign-MailingServices-FINAL.pdf	DDWerks-RFPNo25-2-Printing-GraphicDesign-MailingServices-FINAL.pdf	Letter of Interest/Proposal (See Section VIII of RFP Document)
3 - ATTACHMENT A - VENDOR QUESTIONAIRRE - FINAL.pdf	3 - ATTACHMENT A - VENDOR QUESTIONAIRRE - FINAL.pdf	Vendor Questionnaire (See Attachment A)
6 - ATTACHMENT B - REFERENCES-FINAL.pdf	6 - ATTACHMENT B - REFERENCES-FINAL.pdf	References (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							$9,350.3790		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.1000	$500.0000	Yes	remove full bleed cost goes down to .06
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided (Full Bleed)	Letter	5000	$0.1800	$900.0000	Yes	
3			8.5" x 11" Paper - 24# White Woven Regular - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.1500	$750.0000	Yes	
4			8.5" x 11" Paper - 24# White Woven Regular - Color - Double Sided (Full Bleed)	Letter	5000	$0.1800	$900.0000	Yes	
5			#10 Envelopes - Window - Full Color, No Bleeds - No Printing on Flap	Envelop	20000	$0.1300	$2,600.0000	Yes	divide this by 4 to get the appropriate mailing (for 5,000 SFS Mailing Recipients)
6			Mailing Services - Letters (1 Insert)	Letter	20000	$0.1800	$3,600.0000	Yes	divide this by 4 to get the appropriate mailing (for 5,000 SFS Mailing Recipients)
7			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.3790	$0.3790	Yes	EDDM is not available on this size item- bulk rate postage ranges from .513 to .38 each
8			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Newsletters (See Sample Item No. 1 - Newsletter)							$26,500.4500		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 4 Pages - Full Color/Full Bleed on 60lb Paper - Gloss - With Seal	Newsletter	80000	$0.2800	$22,400.0000	Yes	Prepared for EDDM. Divide this total by 4 to get the appropriate amount (for 5,000 SFS Mailing Recipients))
10			Mailing Services - Newsletter	Newsletter	80000	$0.0500	$4,000.0000	Yes	EDDM prep bundling etc. Divide this by 4 to get the appropriate amount (for 5,000 SFS Mailing Recipients)
11			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.4500	$0.4500	Yes	EDDM estimated only total for 80000 is $36000
12			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Brochures (See Sample Item No. 2 - Brochure)							$7,500.4500		
13			Brochure - 8.5" x 11" - Bi-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	10000	$0.3000	$3,000.0000	Yes	Divide by 2 to get the appropriate amount for 5,000 SFS Mail Recipients. We should do this as a flat-then it will qualify for EDDM this price includes all associated service with EDDM
14			Brochure - 9" x 16" - Bi-Fold - Premium Paper Thickness - Full Color	Brochure	10000	$0.3500	$3,500.0000	Yes	Divide by 2 to get the appropriate amount for 5,000 SFS Mail Recipients. This qualifies for EDDM
15			Mailing Services - Brochure	Brochure	10000	$0.0900	$900.0000	Yes	Divide by 2 to get the appropriate amount for 5,000 SFS Mail Recipients. EDDM this price includes all associated service with EDDM
16			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.4500	$0.4500	Yes	EDDM rate $4500 for 10000 pieces
17			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Flyers (See Sample Item No. 3 - Flyer)							$440.0000		
18			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	$0.0700	$175.0000	Yes	14pt C2S
19			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1000	$0.1650	$165.0000	Yes	100# gloss text
20			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Business Cards (See Sample Item No. 4 - Business Card)							$1,320.0000		
21			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	100	$0.3000	$30.0000	Yes	If we print on the standard 14pt stock currently used, we will continue to include art changes and we can print 500 for $52.
22			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	500	$0.1300	$65.0000	Yes	we plf we print on the standard 14pt stock currently used we will continue to include art changes and we can print 1000 for $57.
23			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	$25.0000	$25.0000	Yes	minimum charge $25
24			Online Portal Set-Up for Business Cards (Optional)	Digital	1	$1,200.0000	$1,200.0000	Yes	initial setup for basic data entry for business cards
Postcards (See Sample Item No. 5 - Postcard)							$445.4020		
25			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	$0.1500	$150.0000	Yes	
26			Mailing Services - Postcards	Postcard	1000	$0.1950	$195.0000	Yes	
27			Standard Postage Rate	Postage	1	$0.4020	$0.4020	Yes	this is bulk rate postage- first class is .622
28			Digital Copy for Website Posting	Digital	1	$100.0000	$100.0000	Yes	
Banners (See Sample Item No. 6 - Banner)							$31,000.7500		
29			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	$102.9000	$10,290.0000	Yes	

30			Mounting Brackets (For Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	$105.0000	$10,500.0000	Yes	
31			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	$125.0000	$3,125.0000	Yes	
32			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	$3.9900	$99.7500	Yes	
33			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	$399.2000	$3,992.0000	Yes	
34			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Veritcal - Full Color	Banner	10	$299.4000	$2,994.0000	Yes	
Signs (See Sample Item No. 7 - Sign)							$18,250.0000		
35			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	$25.0000	$6,250.0000	Yes	includes 10 x 30 H stake
36			Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	$48.0000	$12,000.0000	Yes	includes 10x30 H stake
Bound Books (See Sample Item No. 8 - Bound Book)							$5,362.5000		
37			8 1/2" x 11" Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 225 pages)	Book	50	$107.2500	$5,362.5000	Yes	
Apparel/Promotional Items							$7,409.7500		
38			Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50	$67.0000	$3,350.0000	Yes	
39			Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25	$93.0000	$2,325.0000	Yes	
40			Cap - Mens/Womens - Carhart Ashland Cap (or similar) - Black	Cap	25	$21.7500	$543.7500	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
41			Ceramic Mug - 11oz - White - City Logo (1 Color)	Mug	50	$6.0000	$300.0000	Yes	
42			Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo (1 Color)	Bottle	50	$17.8200	$891.0000	Yes	
Graphic Design Services							$7,200.0000		
43			Graphic Design Services	Hour	80	$90.0000	$7,200.0000	Yes	
Misc Services/Fees							$0.0200		
44			Expedited Service Fee	Fee	1	$0.0100	$0.0100	Yes	$100 same day if possible- varies depending on project
45			Delivery Service Fee (See Scope of Work)	Fee	1	$0.0000	$0.0000	Yes	no charge local delivery --with the exception of supplies being shipped from out of area
46			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1	$0.0100	$0.0100	Yes	varies depending on project

Line Item Subtotals

Section Title	Line Total
Letters	$9,350.3790
Newsletters (See Sample Item No. 1 - Newsletter)	$26,500.4500
Brochures (See Sample Item No. 2 - Brochure)	$7,500.4500
Flyers (See Sample Item No. 3 - Flyer)	$440.0000
Business Cards (See Sample Item No. 4 - Business Card)	$1,320.0000
Postcards (See Sample Item No. 5 - Postcard)	$445.4020
Banners (See Sample Item No. 6 - Banner)	$31,000.7500
Signs (See Sample Item No. 7 - Sign)	$18,250.0000
Bound Books (See Sample Item No. 8 - Bound Book)	$5,362.5000
Apparel/Promotional Items	$7,409.7500
Graphic Design Services	$7,200.0000
Misc Services/Fees	$0.0200
Grand Total	$114,779.7010

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
INKOVATION, INC.

This Professional Services Agreement ("Agreement") is made and effective as of October 15, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Inkovation, Inc., a California 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 Printing, Graphic Design, and Mailing Services (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 June 30, 2027 ("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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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 Eighty Thousand Dollars ($80,000.00) (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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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 as the Work is completed. Consultant will submit to City an itemized invoices indicating the services performed and tasks completed, 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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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's Procurement 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 the Account Executive 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;

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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: _____.

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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 of involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

To Consultant: Inkovation, Inc.
13659 Excelsior Drive
Santa Fe Springs, CA 90670
Attention: JD Savaliva, President

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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]

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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

_____

Date: _____

CONSULTANT

Signed by:
Mike Savalia
8BEE75CC31BC47A...

Name: Mike Savalia
Title: VP Sales
Date: 10/8/2024

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
_____, City Attorney

Attachments:

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

REQUEST FOR PROPOSALS No. 25 - 2
Printing, Graphic Design, and Mailing Services

Issue Date: Thursday, August 1, 2024
Questions Due Date: Tuesday, August 20, 2024 at 2 pm PDT
Proposal Due Date: Thursday, September 5, 2024 at 2 pm PDT

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

(THIS PAGE INTENTIONALLY LEFT BLANK)

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into an agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
August 1, 2024

PROJECT
Printing, Graphic Design, and Mailing Services

PROPOSAL OWNER
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance
Contact Phone: (562) 858 - 0511
Contact Email: lanadich@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact Email: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, August 20, 2024, at 2 pm PDT**. Proposals must be submitted by **Thursday, September 5, 2024, at 2 pm PDT.** Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals.

To access the City's PlanetBids Portal, please go to:

https://pbsystem.planetbids.com/portal/65093/portal-home

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CONTENTS

I. Notice Inviting Proposals 5
II. Introduction 6
III. About the City of Santa Fe Springs 6
IV. Timeline 6
V. Scope of Work 7
VI. Qualifications and Requirements 8
VII. Proposal Submittal 9
VIII. Proposal Content and Format 9
IX. Evaluation Criteria 10
X. Proposal Protests 11
XI. Execution of Agreement 12
XII. Insurance Requirements 13
XIII. Business License Requirement 15
XIV. Use of Federal Funds 16
XV. Non-Commitment of City 16
XVI. Labor Requirements 16
XVII. Records 17
XVIII. Use of Subcontractors 17
XIX. Modifications/Changes 17
XX. Disclosure of Information 17
XXI. Ex-Parte Communications 18
XXII. General Rights of the City 18

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified vendors to provide printing, graphic design, and mailing services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - 2. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/119080

Prospective vendors must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, August 20, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, September 5, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

II. Introduction

The City of Santa Fe Springs, hereinafter referred to as “City”, invites proposals from qualified vendors to provide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time-sensitive. The items and services obtained will be used for internal and external correspondence.

Through this solicitation, the City seeks to establish a three (3) year agreement, with an option to extend for two (2) additional, one (1) year terms. To ensure the availability of services, the City may choose to award multiple vendors through this solicitation.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast 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 has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its 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

IV. Timeline

- Release RFP — Thursday, August 1, 2024
- Online Q&A Deadline — Tuesday, August 20, 2024, 2 pm PDT
- Deadline to Submit Responses — Thursday, September 5, 2024, at 2 pm PDT
- City Review of Submissions — Mid-September 2024
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Late September 2024/Early October 2024
- Award — Mid-October 2024

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

V. Scope of Work

General Service Description

The City is seeking vendors to create and produce various materials for internal and external use by residents, employees, members of the business community, and other community members using traditional print, the City website (santafesprings.org), and social media platforms (e.g., Facebook, X (formerly Twitter), Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the items above on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table that identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the "Line Item" tab). Please note that this is a partial list but represents most of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not commit to purchasing a specific quantity of any item or service. The amounts listed are annual estimates. City staff submitting service requests will determine the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy-produced materials must be of commercially acceptable quality. Work must be appropriately aligned, free of fading or smearing, of the correct color, and packaged to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should remember that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content in their paper products, including 100% post-consumer recycled content, with a preference for Green Seal Certified (GSC) paper when available.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

Additional Services

Mailing Services

Some printing materials, such as newsletters and postcards, may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per-hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the City of Santa Fe Springs limits. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	**11710 Telegraph Road Santa Fe Springs, CA 90670**
City Library	**11700 Telegraph Road Santa Fe Springs, CA 90670**
Police Service Center	**11576 Telegraph Road Santa Fe Springs, CA 90670**
Municipal Services Yard	**12636 Emmens Way Santa Fe Springs, CA 90670**
Gus Velasco Neighborhood Center/Park	**9255 Pioneer Boulevard Santa Fe Springs, CA 90670**
Activity Center	**11155 Charlesworth Road Santa Fe Springs, CA 90670**
Fire and Rescue	**11300 Greenstone Ave Santa Fe Springs, CA 90670**

VI. Qualifications and Requirements

Vendors must clearly demonstrate how they meet the minimum qualifications to be considered. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Santa Fe Springs
- A web-based platform to request business card orders is preferred
- Ability to provide same-day service if the volume of the request is reasonable and sufficient notice is provided

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

- Vendors must provide quotes based on the proposed fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendor should describe their experience and qualifications in their proposals to confirm that the above minimum requirements have been met. This should be detailed within their proposal within the section regarding Relevant Experience (**See this RFP document, Section VIII – Proposal Content and Format** for additional details)

VII. Proposal Submittal

Please see ***Section VIII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors should plan to submit responses to this request well before the deadline to avoid technical difficulties/errors.

VIII. Proposal Content and Format

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding availability to dedicate time, personnel, and resources to this effort.

B. Vendor Questionnaire – Review and complete the questionnaire (**Attachment A – Vendor Questionnaire**). This document must be returned with your proposal.

C. Project Understanding and Approach – Include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, including methodologies and technologies you would employ. Describe anything you expect the City to provide.

D. Relevant Experience – Include information describing your experience providing similar services for public agencies. Using **Attachment B – References,** please give contact information for at least three (3) public entities that the City may contact. At a minimum, the City seeks references that can provide details about recent projects (i.e., completed within the last three (3) years) of similar size, scope, and complexity.

E. Conflict of Interest Statement - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

selection process. If the Vendor has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal ("Line Items" Tab in PlanetBids) – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors proving the most comprehensive list will receive preference.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed twenty (20) pages when printed on 8-½ -11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.

C. Proposal details following the order set forth in the "Proposal Content and Format" section of this RFP.

IX. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Proposed fees for services (40 points)

- Proposed fees are reasonable

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

2. **Experience of Firm and Project Personnel (30 points)**
    - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work

3. **References Checks (20 points)**
    - Good reference checks from primary and/or secondary sources

4. **Responsiveness to RFP (10 points)**
    - Compliance with the required format
    - Offered new/innovative services, suggestions

Local Vendor Preference
The City is prioritizing local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location within the city limits. To be considered, vendors must submit a copy of their current City of Santa Fe Springs business license listing an address with the city limits. **Vendors confirmed to be within the City will be given an additional five (5) points in the evaluation score.**

Vendors outside the City of Santa Fe Springs are still highly encouraged to submit a response.

Interviews
If necessary, the City may require the top-rated proposers to participate in an interview. The City will email those selected for the interview to schedule a date and time.

X. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, specific steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or email within the specified time frame. Protests can be sent to:

    Mail:
    City of Santa Fe Springs
    Attn: Department of Finance – Lana Dich
    11710 Telegraph Road
    Santa Fe Springs, CA 90670

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

Or

Email:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

XI. Execution of Agreement

If required, the resulting agreement (see attached sample Attachment C) shall be signed by the successful Vendor and return with the required insurance within ten (10) business days after the City issues a notice of intent to award. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XII. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

***C.* Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

***D.* Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors 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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, 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 or an authorized designee's discretion.

XIII. Business License Requirement

Vendors that conduct business within city limits may be required to obtain a City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License Program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

XIV. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XV. Non-Commitment of City

While the City intends to select a Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XVI. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

C. **Non-Discrimination:** The Vendor shall not discriminate in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the job properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Vendor will only hire individuals of legal age to work.

XVII. Records

The Vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

XVIII. Use of Subcontractors

The Vendor shall be responsible for all work performed under the final agreement and keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used in this work shall be under the vendor's direct supervision and be considered their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XIX. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XX. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.

B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

XXI. Ex-Parte Communications

Vendors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXII. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – Vendor Questionnaire
Attachment B – References
Attachment C – Sample PSA

Also See – Sample Items 1 - 7

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – 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 _____

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [State and Entity Type: Example – California limited liability company] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services 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 ("Services"). Consultant shall complete the Services 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.

3. PERFORMANCE

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.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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. 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. Consultant will submit invoices monthly for actual Services performed. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. 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 Consultant's Services or fees, it shall give written notice to Consultant 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. 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. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant 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. Consultant shall be responsible for costs incurred by the City

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant's duty to indemnify and

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's 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 of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or subconsultants. Payment by the City is not a condition precedent to enforcement of this provision.

C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Consultant 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

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

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold 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. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant 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 Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, 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, Consultant and any of its employees, agents, and subconsultants 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant 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. Consultant 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 Consultant to comply with this Section.

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

13. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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 CITY 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 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

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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:

To Consultant: _____
_____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. [Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.] Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and 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 subconsultant 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, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

19. 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.

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. 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.

23. 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.

24. 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.

25. WAIVER

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

26. 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.

27. 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.

28. 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.

29. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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 CONSULTANT

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

_____

Date: _____

_____
Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

_____
Janet Martinez, City Clerk

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:

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

SAMPLE

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

[Type here]

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

General liability insurance. Consultant 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 $1,000,000 per occurrence, $2,000,000 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 maintain automobile 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 $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 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.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant 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).

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

[Note: If the required limits for general liability, auto and employer's liability are $1 million or less, the following paragraph may be omitted.]

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

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

INKOVATION
VISUAL GRAPHIC SOLUTIONS

LETTER OF INTENT TO BID

August 27, 2024

City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance

RE: RFP No. 25 - 2

To Whom It May Concern,

Please consider this letter confirmation that Inkovation, Inc. intends to place a bid for the Printing, Graphic Design, and Mailing Services of RFP No. 25 - 2.

A bid will be submitted via Planet Bids online portal by September 5, 2024.

The individual to whom all information regarding this RFP should be transmitted is:

Name: JD Savaliya
Address: 13659 Excelsior Drive, Santa Fe Springs, CA 90670
Phone Number: 800-465-4174 Ext. 104
Fax Number: 800-465-4178
Email address: jd@inkovation.net

We concur with the proposed contract language as presented in the RFP.

Sincerely,

JD Savaliya
President
Inkovation, Inc.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	Inkovation, Inc.
Business Address	13659 Excelsior Drive, Santa Fe Springs, CA 90670
Business Phone Number	800-465-4174
Contact Person Name and Title	JD Savaliya, President
Contact Person Phone Number	800-465-4174 ext 104
Contact Person Email Address	jd@inkovation.net

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	Yes
2. How many years of experience do you have providing printing services?	15 years
3. How many years of experience do you have providing graphic design services?	15 years

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	City of La Habra
6. Can you provide same day/expedited services?	Yes
7. Do you have a web-based platform for submitting/receiving business card orders?	Yes

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of La Habra

Entity Address 201 E. La Habra Blvd, La Habra, CA 90631

Name of Contact Marcia Taylor

Telephone Number of Contact 562-383-4207

Email of Contact MTaylor@lahabraca.gov

Project Title La Habra military pole banners

Date of Project 05/16/2024

Entity Name R. R. Donnelley & Sons Company

Entity Address 35 W Wacker Drive, 36th floor, Chicago, IL 60601

Name of Contact Juanita Burney

Telephone Number of Contact 619-840-1903

Email of Contact juanita.d.burney@rrd.com

Project Title Jack in the Box - M25 POP Jobs

Date of Project 08/09/2024

Entity Name AmericasPrinter.com

Entity Address 6910 Aragon Circle, Buena Park, CA 90620

Name of Contact Artie Parent

Telephone Number of Contact 714.521.1100 ex 219

Email of Contact artie@americasprinter.com

Project Title Celsius / 7-eleven Window Perf Decal

Date of Project 07/23/2024

Bid Results

Bidder Details

Vendor Name	Inkovation, Inc.
Address	13659 Excelsior Drive Santa Fe Springs, California 90670 United States
Respondee	JD Savaliya
Respondee Title	President
Phone	800-465-4174
Email	jd@inkovation.net
Vendor Type	MBE, DGS, MICRO, VSBE, CASoS
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	08/28/2024 4:03 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	389917
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Letter of Intent.pdf	Letter of Intent.pdf	Letter of Interest/Proposal (See Section VIII of RFP Document)
ATTACHMENT A - VENDOR QUESTIONAIRRE.pdf	ATTACHMENT A - VENDOR QUESTIONAIRRE.pdf	Vendor Questionnaire (See Attachment A)
ATTACHMENT B - REFERENCES.pdf	ATTACHMENT B - REFERENCES.pdf	References (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							$5,820.2300		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.0550	$275.0000	Yes	
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided (Full Bleed)	Letter	5000	$0.1930	$965.0000	Yes	
3			8.5" x 11" Paper - 24# White Woven Regular - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.0550	$275.0000	Yes	
4			8.5" x 11" Paper - 24# White Woven Regular - Color - Double Sided (Full Bleed)	Letter	5000	$0.2040	$1,020.0000	Yes	
5			#10 Envelopes - Window - Full Color, No Bleeds - No Printing on Flap	Envelop	20000	$0.1100	$2,200.0000	Yes	
6			Mailing Services - Letters (1 Insert)	Letter	20000	$0.0540	$1,080.0000	Yes	
7			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.2300	$0.2300	Yes	Postage price is per address
8			Digital Copy for Website Posting	Digital	1	$5.0000	$5.0000	Yes	
Newsletters (See Sample Item No. 1 - Newsletter)							$12,165.2300		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 4 Pages - Full Color/Full Bleed on 60lb Paper - Gloss - With Seal	Newsletter	80000	$0.1280	$10,240.0000	Yes	
10			Mailing Services - Newsletter	Newsletter	80000	$0.0240	$1,920.0000	Yes	
11			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.2300	$0.2300	Yes	Postage price is per address
12			Digital Copy for Website Posting	Digital	1	$5.0000	$5.0000	Yes	
Brochures (See Sample Item No. 2 - Brochure)							$4,165.2300		
13			Brochure - 8.5" x 11" - Bi-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	10000	$0.1430	$1,430.0000	Yes	
14			Brochure - 9" x 16" - Bi-Fold - Premium Paper Thickness - Full Color	Brochure	10000	$0.2200	$2,200.0000	Yes	
15			Mailing Services - Brochure	Brochure	10000	$0.0530	$530.0000	Yes	
16			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$0.2300	$0.2300	Yes	Postage price is per address
17			Digital Copy for Website Posting	Digital	1	$5.0000	$5.0000	Yes	
Flyers (See Sample Item No. 3 - Flyer)							$695.5000		
18			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	$0.1330	$332.5000	Yes	
19			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1000	$0.3580	$358.0000	Yes	
20			Digital Copy for Website Posting	Digital	1	$5.0000	$5.0000	Yes	
Business Cards (See Sample Item No. 4 - Business Card)							$70.0000		
21			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	100	$0.2950	$29.5000	Yes	
22			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	500	$0.0690	$34.5000	Yes	
23			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	$5.0000	$5.0000	Yes	
24			Online Portal Set-Up for Business Cards (Optional)	Digital	1	$1.0000	$1.0000	Yes	
Postcards (See Sample Item No. 5 - Postcard)							$333.4000		
25			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	$0.1850	$185.0000	Yes	
26			Mailing Services - Postcards	Postcard	1000	$0.1430	$143.0000	Yes	
27			Standard Postage Rate	Postage	1	$0.4000	$0.4000	Yes	Postage price is per address
28			Digital Copy for Website Posting	Digital	1	$5.0000	$5.0000	Yes	
Banners (See Sample Item No. 6 - Banner)							$13,940.0000		
29			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	$54.5000	$5,450.0000	Yes	It is on 18oz Vinyl - this is what we use for City of La Habra
30			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	$31.2500	$3,125.0000	Yes	
31			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	$87.5000	$2,187.5000	Yes	
32			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	$35.5000	$887.5000	Yes	
33			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	$123.5000	$1,235.0000	Yes	
34			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Veritcal - Full Color	Banner	10	$105.5000	$1,055.0000	Yes	
Signs (See Sample Item No. 7 - Sign)							$4,050.0000		
35			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	$3.2500	$812.5000	Yes	
36			Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	$12.9500	$3,237.5000	Yes	

Bound Books (See Sample Item No. 8 - Bound Book)							**$2,625.0000**		
37			8 1/2" x 11" Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 225 pages)	Book	50	$52.5000	$2,625.0000	Yes	
Apparel/Promotional Items							**$7,975.0000**		
38			Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50	$49.5000	$2,475.0000	Yes	Nike Dri-FIT Classic Polo: Midnight Navy - Ladies Polo: #286772, Men's Polo: #267020
39			Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25	$115.5000	$2,887.5000	Yes	Carhartt Crowley Soft Shell Jacket - Black: #CT102199
40			Cap - Mens/Womens - Carhart Ashland Cap (or similar) - Black	Cap	25	$37.5000	$937.5000	Yes	Carhartt Ashland Cap - Black: One size, #CT106665

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
41			Ceramic Mug - 11oz - White - City Logo (1 Color)	Mug	50	$14.5000	$725.0000	Yes	3" X 8.5" print area
42			Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo (1 Color)	Bottle	50	$19.0000	$950.0000	Yes	25 oz. Canteen Double Wall Stainless Steel Water Bottles, 3" X 3.5" print area
Graphic Design Services							$6,800.0000		
43			Graphic Design Services	Hour	80	$85.0000	$6,800.0000	Yes	
Misc Services/Fees							$260.0000		
44			Expedited Service Fee	Fee	1	$150.0000	$150.0000	Yes	
45			Delivery Service Fee (See Scope of Work)	Fee	1	$25.0000	$25.0000	Yes	Per delivery
46			Set-Up/Installation Fee (Ex. Banner installation/Mounting and Removal)	Fee	1	$85.0000	$85.0000	Yes	Per banner

Line Item Subtotals

Section Title	Line Total
Letters	$5,820.2300
Newsletters (See Sample Item No. 1 - Newsletter)	$12,165.2300
Brochures (See Sample Item No. 2 - Brochure)	$4,165.2300
Flyers (See Sample Item No. 3 - Flyer)	$695.5000
Business Cards (See Sample Item No. 4 - Business Card)	$70.0000
Postcards (See Sample Item No. 5 - Postcard)	$333.4000
Banners (See Sample Item No. 6 - Banner)	$13,940.0000
Signs (See Sample Item No. 7 - Sign)	$4,050.0000
Bound Books (See Sample Item No. 8 - Bound Book)	$2,625.0000
Apparel/Promotional Items	$7,975.0000
Graphic Design Services	$6,800.0000
Misc Services/Fees	$260.0000
Grand Total	$58,899.5900

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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,

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

Docusign Envelope ID: DD1E470C-6F32-4241-85BD-A26927DC0559

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
SIMPSON ADVERTISING, INC.

This Professional Services Agreement ("Agreement") is made and effective as of October 15, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Simpson Advertising, Inc., a California 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 Graphic Design Servcies (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 June 30, 2027 ("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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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 Fifty Thousand Dollars ($50,000.00) (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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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 as the Work is completed. Consultant will submit to City itemized invoices indicating the services performed and tasks completed, 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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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 Account Executive 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;

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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 – Consultant Proposal.

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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 of involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

To Consultant: Simpson Advertising, Inc.
PO Box 2464
Santa Fe Springs, CA 90715
Attention: Debbie Baker, CFO/Co-Owner

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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]

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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

_____

Date: _____

CONSULTANT

DocuSigned by:
Debbie Baker
CD3741AB67B4494...

Name: Debbie Baker
Title: CFO/Co-Owner
Date: 10/8/2024

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
_____, City Attorney

Attachments:

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

SIMPSON ADVERTISING
CELEBRATING 50 YEARS

Proposal Submitted
for the

City of Santa Fe Springs
Request For Proposals No. 25 - 2
Printing, Graphic Design, and Mailing Services

September 5, 2024

Simpson Advertising, Inc.
PO Box 2464
Santa Fe Springs, CA 90670

Debbie@Simpsonadvertisinginc.com
W (562) 949-9780 Ext 2 • C (562) 400-4635

Jeff@Simpsonadvertisinginc.com
W (562) 949-9780 Ext 1

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

SIMPSON ADVERTISING
CELEBRATING 50 YEARS
PO Box 2464 ■ Santa Fe Springs, CA 90670 ■ 562-949-9780

Table of Contents

Letter of Interest	1
ATTACHMENT A - Vendor Questionnaire	2
Business License	4
Project Understanding and Approach	5
ATTACHMENT B - Relevant Experience	6
Conflict of Interest Statement	7
Cost Proposal	7

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

SIMPSON ADVERTISING
CELEBRATING 50 YEARS
PO Box 2464 ■ Santa Fe Springs, CA 90670 ■ 562-949-9780

September 5, 2024

Micah Herd, Procurement Manager
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Micah Herd,

Thank you for the opportunity to submit a response to the City of Santa Fe Springs Request For Prosal No. 25 - 2 Printing, Graphic Design, and Mailing Services.

Simpson Advertising, Inc. (SAI) has an experienced creative team, Jeff Simpson and Debbie Baker, that are very capable of providing the Graphic Design services specified for all of the printing and mailing items included in the RFP. Both Jeff and Debbie are the points of contact and dedicated personnel for this proposal. They also have the resources, time and expertise to perform these services in a timely manner.

The City of Santa Fe Springs has been contracting the graphic design and marketing services of SAI for nearly 50 years. These projects range from community outreach campaigns, newsletter and recreation guide publications, City logo development, exterior and interior signage, vertical pole banners, trade show booths, banner stands, City Anniversary materials and much more.

We cherish our long-term relationship with the City of Santa Fe Springs and look forward to providing our creative talents, prompt and professional services along with our invaluable experience and history of Santa Fe Springs.

It is with great pleasure and confidence that we submit our proposal to the City of Santa Fe Springs for Graphic Design Services.

Kind Regards,

Jeff Simpson
CEO/Co-owner
w: (562) 949-9780 ext. 1
Jeff@Simpsonadvertisinginc.com

Debbie Baker
CFO/Co-owner
w: (562) 949-9780 ext. 2
c: (562) 400-4635
Debbie@Simpsonadvertisinginc.com

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	Simpson Advertising, Inc. (SAI)
Business Address	PO Box 2464 • Santa Fe Springs, CA 90670
Business Phone Number	(562) 949-9780
Contact Person Name and Title	Debbie Baker CFO (Co-owner)
Contact Person Phone Number	w (562) 949-9780 Ext 2 c (562) 400-4635
Contact Person Email Address	Debbie@Simpsonadvertisinginc.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No, however SAI was located in Santa Fe Springs from 1973-2009. Currently, our mailing address is PO Box 2464 Santa Fe Springs, CA 90670 A copy of our Santa Fe Springs business license is included on page 4 of this proposal.
2. How many years of experience do you have providing printing services?	SAI has provided printing services for nearly 40 years. Please note: SAI is not submiting printing or mailing services costs in this proposal.
3. How many years of experience do you have providing graphic design services?	SAI has provided graphic design services for over 50 years. Please note: SAI is submiting only graphic design services costs in this proposal.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes, SAI has provided printing and marketing services for cities, a school district, commercial businesses, civic organizations and non profits.
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	SAI currently provides graphic design and printing services for the following public agencies: • City of Santa Fe Springs • City of Diamond Bar • Walnut Valley Unified School District
6. Can you provide same day/expedited services?	Yes, SAI can provide same-day, expedited services.
7. Do you have a web-based platform for submitting/receiving business card orders?	No, SAI does not offer a web-based platform for orders.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

BUSINESS TAX CERTIFICATE

Certificate Number: 15807134

"For Services Provided in the City of Santa Fe Springs, California

Business Name: SIMPSON ADVERTISING, INC

Business Location: 11422 ELVINS ST
LAKEWOOD, CA 90715-1216

Owner: JEFFREY D. SIMPSON

Mailing Address:
SIMPSON ADVERTISING, INC
PO BOX 2464
SANTA FE SPRINGS, CA 90670-0488

Date Issued: July 01, 2024

Expiration Date June 30, 2025

Business Type MISC OUT OF CITY

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

For all inquiries regarding this tax certificate, contact HdL Business Support Center at (562) 264-5219.

SIMPSON ADVERTISING, INC :

Thank you for your payment on your City of Santa Fe Springs Business Tax Certificate. **ALL TAX CERTIFICATE MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Support Center via email at: santafesprings@hdlgov.com or by telephone at: **(562) 264-5219**.

Keep this portion for your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate. A fee may be charged for a replacement or duplicate certificate.

If you have a fixed place of business within the City of Santa Fe Springs please display the Business Tax Certificate above in a conspicuous place at the premises. Otherwise, every BusinessTax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Santa Fe Springs
BUSINESS TAX CERTIFICATE

SIMPSON ADVERTISING, INC
PO BOX 2464
SANTA FE SPRINGS, CA 90670-0488

Certificate Number: **15807134**

Date of Issue: **07/01/2024**

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

Project Understanding and Approach

Simpson Advertising, Inc. (SAI) understands the City of Santa Fe Springs seeks proposals from qualified vendors to provide printing, graphic design, and mailing services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25-2.

While SAI is capable of offering printing and mailing services through our trusted vendors, the volume and diversity of the requested work prevents us from providing competitive costs for these services. Therefore, SAI is submitting a proposal exclusively for graphic design services.

Graphic design is our area of expertise and passion. At SAI, we work closely with clients to become integral members of their project teams. Through consistent communication and preliminary digital proofs, we ensure a timely and efficient process from concept to final artwork, ready for print.

Being part of a team means being accessible, understanding client goals, responding promptly and professionally, and sharing our extensive experience and expertise in the design process. Additionally, we offer invaluable knowledge of the City of Santa Fe Springs.

SAI utilizes the latest industry-standard applications, including Adobe Creative Suite (Photoshop, InDesign, Illustrator, Acrobat, and more). We also maintain Microsoft Word, Excel, and PowerPoint to easily access client-provided content. When necessary, we supplement projects with photography, illustrations, graphic images, and icons from our online stock resources. As an added benefit, we tap into our extensive archives of Santa Fe Springs city photos, events and activities we have collected over the past 40 years.

SAI provides professional editing services (with client permission) where it becomes necessary to edit content to fit when space is tight. This added value expedites the design and layout process and saves our clients the time it would take to rewrite articles. SAI is also capable of developing new content for publications, community outreach campaigns and other marketing endeavors.

In summary, our long-term professional relationships with cities, public organizations, and commercial clients reflect our talent, dedication, commitment, and pride of work.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Santa Fe Springs

Entity Address 11710 Telegraph Road • Santa Fe Springs, CA 90670

Name of Contact Raelene Barraza

Telephone Number of Contact (562) 692-0261 ext 3217

Email of Contact RaeleneBarraza@santafesprings.org

Project Title *Telegraph* newsletter, *ATSFS* recreation guide, logos, certificates, folders, etc.

Date of Project Ongoing since 1973

Entity Name City of Diamond Bar

Entity Address 21825 Copley Drive • Diamond Bar, CA 91765

Name of Contact Cecilia Arellano

Telephone Number of Contact (909) 839-7056

Email of Contact CArellano@diamondbarca.gov

Project Title *DB Connection* newsletters, recreation guides, logos, flyers, brochures, banners, ads, annual calendar, etc.

Date of Project Ongoing since 2004

Entity Name Walnut Valley Unified School District

Entity Address 880 So. Lemon Avenue • Walnut, CA 91789

Name of Contact Bertha Pimentel (Our primary contact Kelli Gile retired June, 2024)

Telephone Number of Contact (909) 444-3435

Email of Contact Bpimentel@wvusd.org

Project Title *Outlook* newsletters, postcards, ads, brochures, logos, flyers, etc.

Date of Project Ongoing since 2008

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

Conflict of Interest Statement

SAI does not have any financial, business or other relationship with the City of Santa Fe Springs that may have an impact on the selection process.

Cost Proposal
(Line Items Tab in PlanetBids)

While SAI is capable of offering printing and mailing services through our trusted vendors, the volume and diversity of the requested work prevent us from providing competitive costs for these services.

SAI is submitting a proposal exclusively for graphic design services.

Item Code 43

Graphic Design Services	$135.00 Hourly x 80 Hours = $10,800.00

Graphic Design Services costs have also been submitted under the line item tab at the City's PlanetBids Portal.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	Simpson Advertising, Inc. (SAI)
Business Address	PO Box 2464 • Santa Fe Springs, CA 90670
Business Phone Number	(562) 949-9780
Contact Person Name and Title	Debbie Baker CFO (Co-owner)
Contact Person Phone Number	w (562) 949-9780 Ext 2 c (562) 400-4635
Contact Person Email Address	Debbie@Simpsonadvertisinginc.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No, however SAI was located in Santa Fe Springs from 1973-2009. Currently, our mailing address is PO Box 2464 Santa Fe Springs, CA 90670 A copy of our Santa Fe Springs business license is included on page 4 of this proposal.
2. How many years of experience do you have providing printing services?	SAI has provided printing services for nearly 40 years. Please note: SAI is not submiting printing or mailing services costs in this proposal.
3. How many years of experience do you have providing graphic design services?	SAI has provided graphic design services for over 50 years. Please note: SAI is submiting only graphic design services costs in this proposal.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes, SAI has provided printing and marketing services for cities, a school district, commercial businesses, civic organizations and non profits.
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	SAI currently provides graphic design and printing services for the following public agencies: • City of Santa Fe Springs • City of Diamond Bar • Walnut Valley Unified School District
6. Can you provide same day/expedited services?	Yes, SAI can provide same-day, expedited services.
7. Do you have a web-based platform for submitting/receiving business card orders?	No, SAI does not offer a web-based platform for orders.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

BUSINESS TAX CERTIFICATE

Certificate Number: 15807134

"For Services Provided in the City of Santa Fe Springs, California

Business Name: SIMPSON ADVERTISING, INC

Business Location: 11422 ELVINS ST
LAKEWOOD, CA 90715-1216

Owner: JEFFREY D. SIMPSON

Mailing Address:
SIMPSON ADVERTISING, INC
PO BOX 2464
SANTA FE SPRINGS, CA 90670-0488

Date Issued: July 01, 2024

Expiration Date June 30, 2025

Business Type MISC OUT OF CITY

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

For all inquiries regarding this tax certificate, contact HdL Business Support Center at (562) 264-5219.

SIMPSON ADVERTISING, INC :

Thank you for your payment on your City of Santa Fe Springs Business Tax Certificate. **ALL TAX CERTIFICATE MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Support Center via email at: santafesprings@hdlgov.com or by telephone at: **(562) 264-5219**.

Keep this portion for your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate. A fee may be charged for a replacement or duplicate certificate.

If you have a fixed place of business within the City of Santa Fe Springs please display the Business Tax Certificate above in a conspicuous place at the premises. Otherwise, every BusinessTax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Santa Fe Springs
BUSINESS TAX CERTIFICATE

SIMPSON ADVERTISING, INC
PO BOX 2464
SANTA FE SPRINGS, CA 90670-0488

Certificate Number: **15807134**

Date of Issue: **07/01/2024**

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Santa Fe Springs

Entity Address 11710 Telegraph Road • Santa Fe Springs, CA 90670

Name of Contact Raelene Barraza

Telephone Number of Contact (562) 692-0261 ext 3217

Email of Contact RaeleneBarraza@santafesprings.org

Project Title *Telegraph* newsletter, *ATSFS* recreation guide, logos, certificates, folders, etc.

Date of Project Ongoing since 1973

Entity Name City of Diamond Bar

Entity Address 21825 Copley Drive • Diamond Bar, CA 91765

Name of Contact Cecilia Arellano

Telephone Number of Contact (909) 839-7056

Email of Contact CArellano@diamondbarca.gov

Project Title *DB Connection* newsletters, recreation guides, logos, flyers, brochures, banners, ads, annual calendar, etc.

Date of Project Ongoing since 2004

Entity Name Walnut Valley Unified School District

Entity Address 880 So. Lemon Avenue • Walnut, CA 91789

Name of Contact Bertha Pimentel (Our primary contact Kelli Gile retired June, 2024)

Telephone Number of Contact (909) 444-3435

Email of Contact Bpimentel@wvusd.org

Project Title *Outlook* newsletters, postcards, ads, brochures, logos, flyers, etc.

Date of Project Ongoing since 2008

Bid Results

Bidder Details

Vendor Name	Simpson Advertising, Inc
Address	PO Box 2464 Santa Fe Springs, California 90715 United States
Respondee	Debbie Baker
Respondee Title	CFO/Co-Owner
Phone	562-949-9780
Email	Debbie@Simpsonadvertisinginc.com
Vendor Type	CASoS, DGS, MICRO
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	09/03/2024 9:49 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	391298
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
SAIRFPno25.2.pdf	SAIRFPno25.2.pdf	Letter of Interest/Proposal (See Section VIII of RFP Document)
SAIAttachmentA.pdf	SAIAttachmentA.pdf	Vendor Questionnaire (See Attachment A)
SAIAttachmentB.pdf	SAIAttachmentB.pdf	References (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							$0.0000		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided (Full Bleed)	Letter	5000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided (Full Bleed)	Letter	5000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
3			8.5" x 11" Paper - 24# White Woven Regular - Black & White - Double Sided (Full Bleed)	Letter	5000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
4			8.5" x 11" Paper - 24# White Woven Regular - Color - Double Sided (Full Bleed)	Letter	5000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
5			#10 Envelopes - Window - Full Color, No Bleeds - No Printing on Flap	Envelop	20000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
6			Mailing Services - Letters (1 Insert)	Letter	20000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
7			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
8			Digital Copy for Website Posting	Digital	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Newsletters (See Sample Item No. 1 - Newsletter)							$0.0000		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 4 Pages - Full Color/Full Bleed on 60lb Paper - Gloss - With Seal	Newsletter	80000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
10			Mailing Services - Newsletter	Newsletter	80000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
11			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
12			Digital Copy for Website Posting	Digital	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Brochures (See Sample Item No. 2 - Brochure)							$0.0000		
13			Brochure - 8.5" x 11" - Bi-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	10000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
14			Brochure - 9" x 16" - Bi-Fold - Premium Paper Thickness - Full Color	Brochure	10000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
15			Mailing Services - Brochure	Brochure	10000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
16			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
17			Digital Copy for Website Posting	Digital	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Flyers (See Sample Item No. 3 - Flyer)							$0.0000		
18			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500		$0.0000	No	Simpson Advertising is responding only to graphic design services.
19			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
20			Digital Copy for Website Posting	Digital	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Business Cards (See Sample Item No. 4 - Business Card)							$0.0000		
21			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	100		$0.0000	No	Simpson Advertising is responding only to graphic design services.
22			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	500		$0.0000	No	Simpson Advertising is responding only to graphic design services.
23			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
24			Online Portal Set-Up for Business Cards (Optional)	Digital	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Postcards (See Sample Item No. 5 - Postcard)							$0.0000		
25			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000		$0.0000	No	Simpson Advertising is responding only to graphic design services.
26			Mailing Services - Postcards	Postcard	1000		$0.0000	No	Simpson Advertising is responding only to graphic design services.

27			Standard Postage Rate	Postage	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
28			Digital Copy for Website Posting	Digital	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Banners (See Sample Item No. 6 - Banner)							$0.0000		
29			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100		$0.0000	No	Simpson Advertising is responding only to graphic design services.
30			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100		$0.0000	No	Simpson Advertising is responding only to graphic design services.
31			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25		$0.0000	No	Simpson Advertising is responding only to graphic design services.
32			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25		$0.0000	No	Simpson Advertising is responding only to graphic design services.
33			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10		$0.0000	No	Simpson Advertising is responding only to graphic design services.
34			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Veritcal - Full Color	Banner	10		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Signs (See Sample Item No. 7 - Sign)							$0.0000		
35			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250		$0.0000	No	Simpson Advertising is responding only to graphic design services.
36			Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Bound Books (See Sample Item No. 8 - Bound Book)							$0.0000		
37			8 1/2" x 11" Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 225 pages)	Book	50		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Apparel/Promotional Items							$0.0000		
38			Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50		$0.0000	No	Simpson Advertising is responding only to graphic design services.
39			Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25		$0.0000	No	Simpson Advertising is responding only to graphic design services.
40			Cap - Mens/Womens - Carhart Ashland Cap (or similar) - Black	Cap	25		$0.0000	No	Simpson Advertising is responding only to graphic design services.

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
41			Ceramic Mug - 11oz - White - City Logo (1 Color)	Mug	50		$0.0000	No	Simpson Advertising is responding only to graphic design services.
42			Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo (1 Color)	Bottle	50		$0.0000	No	Simpson Advertising is responding only to graphic design services.
Graphic Design Services							$10,800.0000		
43			Graphic Design Services	Hour	80	$135.0000	$10,800.0000	Yes	Thank you for this opportunity! Please see our response for more details.
Misc Services/Fees							$0.0000		
44			Expedited Service Fee	Fee	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
45			Delivery Service Fee (See Scope of Work)	Fee	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.
46			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1		$0.0000	No	Simpson Advertising is responding only to graphic design services.

Line Item Subtotals

Section Title	Line Total
Letters	$0.0000
Newsletters (See Sample Item No. 1 - Newsletter)	$0.0000
Brochures (See Sample Item No. 2 - Brochure)	$0.0000
Flyers (See Sample Item No. 3 - Flyer)	$0.0000
Business Cards (See Sample Item No. 4 - Business Card)	$0.0000
Postcards (See Sample Item No. 5 - Postcard)	$0.0000
Banners (See Sample Item No. 6 - Banner)	$0.0000
Signs (See Sample Item No. 7 - Sign)	$0.0000
Bound Books (See Sample Item No. 8 - Bound Book)	$0.0000
Apparel/Promotional Items	$0.0000
Graphic Design Services	$10,800.0000
Misc Services/Fees	$0.0000
Grand Total	$10,800.0000

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

REQUEST FOR PROPOSALS No. 25 - 2
Printing, Graphic Design, and Mailing Services

Issue Date: Thursday, August 1, 2024
Questions Due Date: Tuesday, August 20, 2024 at 2 pm PDT
Proposal Due Date: Thursday, September 5, 2024 at 2 pm PDT

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

(THIS PAGE INTENTIONALLY LEFT BLANK)

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into an agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
August 1, 2024

PROJECT
Printing, Graphic Design, and Mailing Services

PROPOSAL OWNER
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance
Contact Phone: (562) 858 - 0511
Contact Email: lanadich@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact Email: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, August 20, 2024, at 2 pm PDT**. Proposals must be submitted by **Thursday, September 5, 2024, at 2 pm PDT.** Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals.

To access the City's PlanetBids Portal, please go to:

https://pbsystem.planetbids.com/portal/65093/portal-home

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CONTENTS

I. Notice Inviting Proposals 5
II. Introduction 6
III. About the City of Santa Fe Springs 6
IV. Timeline 6
V. Scope of Work 7
VI. Qualifications and Requirements 8
VII. Proposal Submittal 9
VIII. Proposal Content and Format 9
IX. Evaluation Criteria 10
X. Proposal Protests 11
XI. Execution of Agreement 12
XII. Insurance Requirements 13
XIII. Business License Requirement 15
XIV. Use of Federal Funds 16
XV. Non-Commitment of City 16
XVI. Labor Requirements 16
XVII. Records 17
XVIII. Use of Subcontractors 17
XIX. Modifications/Changes 17
XX. Disclosure of Information 17
XXI. Ex-Parte Communications 18
XXII. General Rights of the City 18

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified vendors to provide printing, graphic design, and mailing services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - 2. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/119080

Prospective vendors must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, August 20, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, September 5, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

II. Introduction

The City of Santa Fe Springs, hereinafter referred to as “City”, invites proposals from qualified vendors to provide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time-sensitive. The items and services obtained will be used for internal and external correspondence.

Through this solicitation, the City seeks to establish a three (3) year agreement, with an option to extend for two (2) additional, one (1) year terms. To ensure the availability of services, the City may choose to award multiple vendors through this solicitation.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast 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 has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its 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

IV. Timeline

- Release RFP — Thursday, August 1, 2024
- Online Q&A Deadline — Tuesday, August 20, 2024, 2 pm PDT
- Deadline to Submit Responses — Thursday, September 5, 2024, at 2 pm PDT
- City Review of Submissions — Mid-September 2024
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Late September 2024/Early October 2024
- Award — Mid-October 2024

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

V. Scope of Work

General Service Description

The City is seeking vendors to create and produce various materials for internal and external use by residents, employees, members of the business community, and other community members using traditional print, the City website (santafesprings.org), and social media platforms (e.g., Facebook, X (formerly Twitter), Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the items above on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table that identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the "Line Item" tab). Please note that this is a partial list but represents most of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not commit to purchasing a specific quantity of any item or service. The amounts listed are annual estimates. City staff submitting service requests will determine the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy-produced materials must be of commercially acceptable quality. Work must be appropriately aligned, free of fading or smearing, of the correct color, and packaged to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should remember that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content in their paper products, including 100% post-consumer recycled content, with a preference for Green Seal Certified (GSC) paper when available.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

Additional Services

Mailing Services

Some printing materials, such as newsletters and postcards, may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per-hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the City of Santa Fe Springs limits. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	**11710 Telegraph Road Santa Fe Springs, CA 90670**
City Library	**11700 Telegraph Road Santa Fe Springs, CA 90670**
Police Service Center	**11576 Telegraph Road Santa Fe Springs, CA 90670**
Municipal Services Yard	**12636 Emmens Way Santa Fe Springs, CA 90670**
Gus Velasco Neighborhood Center/Park	**9255 Pioneer Boulevard Santa Fe Springs, CA 90670**
Activity Center	**11155 Charlesworth Road Santa Fe Springs, CA 90670**
Fire and Rescue	**11300 Greenstone Ave Santa Fe Springs, CA 90670**

VI. Qualifications and Requirements

Vendors must clearly demonstrate how they meet the minimum qualifications to be considered. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Santa Fe Springs
- A web-based platform to request business card orders is preferred
- Ability to provide same-day service if the volume of the request is reasonable and sufficient notice is provided

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

- Vendors must provide quotes based on the proposed fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendor should describe their experience and qualifications in their proposals to confirm that the above minimum requirements have been met. This should be detailed within their proposal within the section regarding Relevant Experience (**See this RFP document, Section VIII – Proposal Content and Format** for additional details)

VII. Proposal Submittal

Please see ***Section VIII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors should plan to submit responses to this request well before the deadline to avoid technical difficulties/errors.

VIII. Proposal Content and Format

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding availability to dedicate time, personnel, and resources to this effort.

B. Vendor Questionnaire – Review and complete the questionnaire (**Attachment A – Vendor Questionnaire**). This document must be returned with your proposal.

C. Project Understanding and Approach – Include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, including methodologies and technologies you would employ. Describe anything you expect the City to provide.

D. Relevant Experience – Include information describing your experience providing similar services for public agencies. Using **Attachment B – References,** please give contact information for at least three (3) public entities that the City may contact. At a minimum, the City seeks references that can provide details about recent projects (i.e., completed within the last three (3) years) of similar size, scope, and complexity.

E. Conflict of Interest Statement - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

selection process. If the Vendor has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal ("Line Items" Tab in PlanetBids) – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors proving the most comprehensive list will receive preference.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed twenty (20) pages when printed on 8-½ -11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.

C. Proposal details following the order set forth in the "Proposal Content and Format" section of this RFP.

IX. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Proposed fees for services (40 points)

- Proposed fees are reasonable

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

2. **Experience of Firm and Project Personnel (30 points)**
    - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work

3. **References Checks (20 points)**
    - Good reference checks from primary and/or secondary sources

4. **Responsiveness to RFP (10 points)**
    - Compliance with the required format
    - Offered new/innovative services, suggestions

Local Vendor Preference
The City is prioritizing local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location within the city limits. To be considered, vendors must submit a copy of their current City of Santa Fe Springs business license listing an address with the city limits. **Vendors confirmed to be within the City will be given an additional five (5) points in the evaluation score.**

Vendors outside the City of Santa Fe Springs are still highly encouraged to submit a response.

Interviews
If necessary, the City may require the top-rated proposers to participate in an interview. The City will email those selected for the interview to schedule a date and time.

X. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, specific steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or email within the specified time frame. Protests can be sent to:

    Mail:
    City of Santa Fe Springs
    Attn: Department of Finance – Lana Dich
    11710 Telegraph Road
    Santa Fe Springs, CA 90670

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

Or

Email:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

XI. Execution of Agreement

If required, the resulting agreement (see attached sample Attachment C) shall be signed by the successful Vendor and return with the required insurance within ten (10) business days after the City issues a notice of intent to award. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XII. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

***C.* Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

***D.* Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors 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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, 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 or an authorized designee's discretion.

XIII. Business License Requirement

Vendors that conduct business within city limits may be required to obtain a City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License Program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

XIV. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XV. Non-Commitment of City

While the City intends to select a Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XVI. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

C. **Non-Discrimination:** The Vendor shall not discriminate in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the job properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Vendor will only hire individuals of legal age to work.

XVII. Records

The Vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

XVIII. Use of Subcontractors

The Vendor shall be responsible for all work performed under the final agreement and keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used in this work shall be under the vendor's direct supervision and be considered their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XIX. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XX. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.

B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

XXI. Ex-Parte Communications

Vendors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXII. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – Vendor Questionnaire
Attachment B – References
Attachment C – Sample PSA

Also See – Sample Items 1 - 7

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – 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 _____

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [State and Entity Type: Example – California limited liability company] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services 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 ("Services"). Consultant shall complete the Services 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.

3. PERFORMANCE

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.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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. 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. Consultant will submit invoices monthly for actual Services performed. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. 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 Consultant's Services or fees, it shall give written notice to Consultant 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. 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. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant 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. Consultant shall be responsible for costs incurred by the City

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant's duty to indemnify and

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's 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 of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or subconsultants. Payment by the City is not a condition precedent to enforcement of this provision.

C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Consultant 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

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

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold 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. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant 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 Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, 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, Consultant and any of its employees, agents, and subconsultants 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant 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. Consultant 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 Consultant to comply with this Section.

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

13. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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 CITY 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 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

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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:

To Consultant: _____
_____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. [Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.] Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and 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 subconsultant 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, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

19. 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.

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. 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.

23. 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.

24. 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.

25. WAIVER

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

26. 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.

27. 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.

28. 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.

29. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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 CONSULTANT

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

_____

Date: _____

_____
Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

_____
Janet Martinez, City Clerk

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:

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

SAMPLE

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

[Type here]

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

General liability insurance. Consultant 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 $1,000,000 per occurrence, $2,000,000 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 maintain automobile 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 $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 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.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant 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).

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

[Note: If the required limits for general liability, auto and employer's liability are $1 million or less, the following paragraph may be omitted.]

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

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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,

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

Docusign Envelope ID: 14AAD045-B2F8-4F77-BB43-D7B12014867B

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
INTERGRAPHICS COMPANY

This Professional Services Agreement ("Agreement") is made and effective as of October 15, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Intergraphics Company, a California 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 Printing, Graphic Design, and Mailing Services (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 June 30, 2027 ("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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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 Eighty Thousand Dollars ($80,000.00) (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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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 as the Work is completed. Consultant will submit to City an itemized invoices indicating the services performed and tasks completed, 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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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 the Account Executive 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;

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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 – Consultant Proposal.

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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 of involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

To Consultant: Intergraphics Company.
103 Crabapple Drive
Pomona, CA 91767
Attention: Mike Cabrera, President

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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]

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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

_____

Date: _____

CONSULTANT

DocuSigned by:
Mike Cabrera
2E783683D858476...

Name: Mike Cabrera
Title: PRESIDENT
Date: 10/8/2024

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
_____, City Attorney

Attachments:

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

REQUEST FOR PROPOSALS No. 25 - 2
Printing, Graphic Design, and Mailing Services

Issue Date: Thursday, August 1, 2024
Questions Due Date: Tuesday, August 20, 2024 at 2 pm PDT
Proposal Due Date: Thursday, September 5, 2024 at 2 pm PDT

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

(THIS PAGE INTENTIONALLY LEFT BLANK)

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into an agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
August 1, 2024

PROJECT
Printing, Graphic Design, and Mailing Services

PROPOSAL OWNER
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance
Contact Phone: (562) 858 - 0511
Contact Email: lanadich@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact Email: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, August 20, 2024, at 2 pm PDT**. Proposals must be submitted by **Thursday, September 5, 2024, at 2 pm PDT.** Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals.

To access the City's PlanetBids Portal, please go to:

https://pbsystem.planetbids.com/portal/65093/portal-home

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CONTENTS

I. Notice Inviting Proposals 5
II. Introduction 6
III. About the City of Santa Fe Springs 6
IV. Timeline 6
V. Scope of Work 7
VI. Qualifications and Requirements 8
VII. Proposal Submittal 9
VIII. Proposal Content and Format 9
IX. Evaluation Criteria 10
X. Proposal Protests 11
XI. Execution of Agreement 12
XII. Insurance Requirements 13
XIII. Business License Requirement 15
XIV. Use of Federal Funds 16
XV. Non-Commitment of City 16
XVI. Labor Requirements 16
XVII. Records 17
XVIII. Use of Subcontractors 17
XIX. Modifications/Changes 17
XX. Disclosure of Information 17
XXI. Ex-Parte Communications 18
XXII. General Rights of the City 18

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified vendors to provide printing, graphic design, and mailing services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - 2. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/119080

Prospective vendors must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, August 20, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, September 5, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

II. Introduction

The City of Santa Fe Springs, hereinafter referred to as “City”, invites proposals from qualified vendors to provide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time-sensitive. The items and services obtained will be used for internal and external correspondence.

Through this solicitation, the City seeks to establish a three (3) year agreement, with an option to extend for two (2) additional, one (1) year terms. To ensure the availability of services, the City may choose to award multiple vendors through this solicitation.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast 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 has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its 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

IV. Timeline

- Release RFP — Thursday, August 1, 2024
- Online Q&A Deadline — Tuesday, August 20, 2024, 2 pm PDT
- Deadline to Submit Responses — Thursday, September 5, 2024, at 2 pm PDT
- City Review of Submissions — Mid-September 2024
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Late September 2024/Early October 2024
- Award — Mid-October 2024

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

V. Scope of Work

General Service Description

The City is seeking vendors to create and produce various materials for internal and external use by residents, employees, members of the business community, and other community members using traditional print, the City website (santafesprings.org), and social media platforms (e.g., Facebook, X (formerly Twitter), Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the items above on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table that identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the "Line Item" tab). Please note that this is a partial list but represents most of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not commit to purchasing a specific quantity of any item or service. The amounts listed are annual estimates. City staff submitting service requests will determine the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy-produced materials must be of commercially acceptable quality. Work must be appropriately aligned, free of fading or smearing, of the correct color, and packaged to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should remember that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content in their paper products, including 100% post-consumer recycled content, with a preference for Green Seal Certified (GSC) paper when available.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

Additional Services

Mailing Services

Some printing materials, such as newsletters and postcards, may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per-hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the City of Santa Fe Springs limits. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	**11710 Telegraph Road Santa Fe Springs, CA 90670**
City Library	**11700 Telegraph Road Santa Fe Springs, CA 90670**
Police Service Center	**11576 Telegraph Road Santa Fe Springs, CA 90670**
Municipal Services Yard	**12636 Emmens Way Santa Fe Springs, CA 90670**
Gus Velasco Neighborhood Center/Park	**9255 Pioneer Boulevard Santa Fe Springs, CA 90670**
Activity Center	**11155 Charlesworth Road Santa Fe Springs, CA 90670**
Fire and Rescue	**11300 Greenstone Ave Santa Fe Springs, CA 90670**

VI. Qualifications and Requirements

Vendors must clearly demonstrate how they meet the minimum qualifications to be considered. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Santa Fe Springs
- A web-based platform to request business card orders is preferred
- Ability to provide same-day service if the volume of the request is reasonable and sufficient notice is provided

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

- Vendors must provide quotes based on the proposed fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendor should describe their experience and qualifications in their proposals to confirm that the above minimum requirements have been met. This should be detailed within their proposal within the section regarding Relevant Experience (**See this RFP document, Section VIII – Proposal Content and Format** for additional details)

VII. Proposal Submittal

Please see ***Section VIII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors should plan to submit responses to this request well before the deadline to avoid technical difficulties/errors.

VIII. Proposal Content and Format

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding availability to dedicate time, personnel, and resources to this effort.

B. Vendor Questionnaire – Review and complete the questionnaire (**Attachment A – Vendor Questionnaire**). This document must be returned with your proposal.

C. Project Understanding and Approach – Include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, including methodologies and technologies you would employ. Describe anything you expect the City to provide.

D. Relevant Experience – Include information describing your experience providing similar services for public agencies. Using **Attachment B – References,** please give contact information for at least three (3) public entities that the City may contact. At a minimum, the City seeks references that can provide details about recent projects (i.e., completed within the last three (3) years) of similar size, scope, and complexity.

E. Conflict of Interest Statement - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

selection process. If the Vendor has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal ("Line Items" Tab in PlanetBids) – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors proving the most comprehensive list will receive preference.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed twenty (20) pages when printed on 8-½ -11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.

C. Proposal details following the order set forth in the "Proposal Content and Format" section of this RFP.

IX. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Proposed fees for services (40 points)

- Proposed fees are reasonable

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

2. **Experience of Firm and Project Personnel (30 points)**
    - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work

3. **References Checks (20 points)**
    - Good reference checks from primary and/or secondary sources

4. **Responsiveness to RFP (10 points)**
    - Compliance with the required format
    - Offered new/innovative services, suggestions

Local Vendor Preference
The City is prioritizing local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location within the city limits. To be considered, vendors must submit a copy of their current City of Santa Fe Springs business license listing an address with the city limits. **Vendors confirmed to be within the City will be given an additional five (5) points in the evaluation score.**

Vendors outside the City of Santa Fe Springs are still highly encouraged to submit a response.

Interviews
If necessary, the City may require the top-rated proposers to participate in an interview. The City will email those selected for the interview to schedule a date and time.

X. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, specific steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or email within the specified time frame. Protests can be sent to:

    Mail:
    City of Santa Fe Springs
    Attn: Department of Finance – Lana Dich
    11710 Telegraph Road
    Santa Fe Springs, CA 90670

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

Or

Email:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

XI. Execution of Agreement

If required, the resulting agreement (see attached sample Attachment C) shall be signed by the successful Vendor and return with the required insurance within ten (10) business days after the City issues a notice of intent to award. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XII. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

***C.* Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

***D.* Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors 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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, 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 or an authorized designee's discretion.

XIII. Business License Requirement

Vendors that conduct business within city limits may be required to obtain a City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License Program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

XIV. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XV. Non-Commitment of City

While the City intends to select a Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XVI. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

C. **Non-Discrimination:** The Vendor shall not discriminate in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the job properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Vendor will only hire individuals of legal age to work.

XVII. Records

The Vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

XVIII. Use of Subcontractors

The Vendor shall be responsible for all work performed under the final agreement and keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used in this work shall be under the vendor's direct supervision and be considered their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XIX. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XX. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.

B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

XXI. Ex-Parte Communications

Vendors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXII. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – Vendor Questionnaire
Attachment B – References
Attachment C – Sample PSA

Also See – Sample Items 1 - 7

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT B – 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 _____

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [State and Entity Type: Example – California limited liability company] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services 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 ("Services"). Consultant shall complete the Services 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.

3. PERFORMANCE

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.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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. 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. Consultant will submit invoices monthly for actual Services performed. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. 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 Consultant's Services or fees, it shall give written notice to Consultant 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. 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. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant 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. Consultant shall be responsible for costs incurred by the City

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant's duty to indemnify and

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's 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 of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or subconsultants. Payment by the City is not a condition precedent to enforcement of this provision.

C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Consultant 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

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

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold 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. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant 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 Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, 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, Consultant and any of its employees, agents, and subconsultants 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant 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. Consultant 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 Consultant to comply with this Section.

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

13. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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 CITY 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 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

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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:

To Consultant: _____
_____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. [Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.] Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and 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 subconsultant 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, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

19. 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.

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. 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.

23. 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.

24. 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.

25. WAIVER

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

26. 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.

27. 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.

28. 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.

29. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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 CONSULTANT

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

_____

Date: _____

_____
Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

_____
Janet Martinez, City Clerk

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

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

SAMPLE

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

[Type here]

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

General liability insurance. Consultant 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 $1,000,000 per occurrence, $2,000,000 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 maintain automobile 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 $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 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.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant 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).

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

[Note: If the required limits for general liability, auto and employer's liability are $1 million or less, the following paragraph may be omitted.]

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

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

EXHIBIT B

CONSULTANT'S PROPOSAL

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

LETTER OF INTEREST

August 29, 2024

Mr. Micah Herd, Procurement Manager
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670

Subject: RFP Printing, Graphic Design, and Mailing Services

Dear Mr. Herd,

My name is Mike Cabrera, President and Owner of INTERGRAPHICS COMPANY, respondent to the RFP posted by the City of Santa Fe Springs for printing and graphics design services.

I would like to first disclose that I have been providing printing services to the City of Santa Fe Springs for over 12 years through Ace Commercial, Inc. and Intergraphics Co. I have a 24 year working relationship with Ace Commercial, Inc. as both Employee and Business Associate. Ace Commercial, Inc. is my employer and subcontractor. The Santa Fe Springs Office is conveniently located across the street on Pioneer Blvd. This is where the production facility is located. But all sales transactions would be executed under Intergraphics Co. for insurance requirements and sales and use tax purposes. If the City of Santa Fe Springs deems it necessary to obtain a business license (Office Space) for my Ace Commercial, Inc. address, I will be more than happy to comply.

I also want to mention that my work and quality is something I hold with utmost regard, and always stive to deliver the best value and service to the needs of the City of Santa Fe Springs.

Below, please find all of the requested criteria for this proposal.

Thank you for considering our proposal, and we look forward to the opportunity to work with the City of Santa Fe Springs.

Sincerely,

Mike Cabrera
Intergraphics Company

103 Crabapple Drive, Pomona, CA 91767 • ph:213-500-5455 fax:562-946-6606 • email: mike@intergraphicsco.com

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

Contact information:

Main Office:
Mike Cabrera Corp. DBA Intergraphics Company
103 Crabapple Drive
Pomona, Ca 91767
Email: mike@intergraphicsco.com
Phone: 213-500-5455
Fax: 562-946-6606

Production Office:
Ace Commerical, Inc.
10310 Pioneer Blvd.
Santa Fe Springs, CA 90670
Phone: 213-500-5455
Fax: 562-946-6606
Email: mikec@acecommercial.com

Authorized Agent: MIKE CABRERA

SIGNATURE: 

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

TABLE OF CONTENTS

A. EXECUTIVE SUMARY
B. SCOPE OF WORK
C. CLENT REFERENCES
D. SAMPLE CERTIFICATE OF INSURANCE
E. ADDITIONS OR EXCEPTIONS
F. PROOF OF INSURANCE

103 Crabapple Drive, Pomona, CA 91767 • ph:213-500-5455 fax:562-946-6606 • email: mike@intergraphicsco.com

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

A. EXECUTIVE SUMMARY

Thank you for taking the time to review my proposal for printing and graphics design services. We recognize the significance of delivering communications in a prompt and efficient manner to your residents and are enthusiastic about detailing our approach to fulfilling the requirements outlined in the RFP.

Having 27 years of experience as a commercial printing consultant, I have a proven track record of providing high-quality printing and mailing services to a range of clients, including several neighboring municipalities.
This extensive experience allows me the ability to offer solutions that go above and beyond your expectations, giving me a niche for providing exceptional results. We value and understand the importance of meeting deadlines and will work diligently to ensure timely delivery of your project every time.

Intergraphics Company is fully compliant for meeting the insurance requirements for the City of Santa Fe Springs. You can count on my company providing 2 million/4 million in general liability coverage, 1 million in auto liability insurance, and 2 million in errors and omissions coverage. We are prepared to provide the City with all Certificates of insurance and all Endorsements to satisfy this Agreement.

As your dedicated account manager, I will ensure clear communication with your staff throughout the project, coordinating production and regularly updating progress, while offering solutions to any challenges that may arise.

103 Crabapple Drive, Pomona, CA 91767 • ph:213-500-5455 fax:562-946-6606 • email: mike@intergraphicsco.com

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

B. SCOPE OF WORK

My overall approach to any project begins with a clear understanding of your specific needs and goals.

In order to quickly and effectively produce any project, typically for new clients we follow a set of checklists to ensure a seamless process. I will work closely with your design team to understand the design elements and art files needed for the project. I will also provide options to the city on maximizing use of the printing process to reduce costs. If there are any areas that need improvement or simplification, I will always provide guidance making future collaborations efficient and successful. Since we already have an established working relationship with the city of Santa Fe Springs the city, staff and design staff are already familiar with our expectations and quality of service.

To meet the requirements of this RFP, we will employ a three-step process.

1: Work closely with your design staff and curtail a plan for every request, and present solutions that line up with your vision.

2: Present proposals for approval by city staff and department heads followed by scheduling print production with partner suppliers.

3: Follow through and keep city staff updated on progress, always keeping your deadlines at the forefront.

Once the design is finalized, I will work with your design team to resolve any challenges with file preparation. Upon establishing that your art files are optimal for printing we will then move into the approval stage. Samples will be presented if needed.

A hard copy digital color proof will be presented to the city for final approval. Any minor corrections or updates can be approved via email with a PDF proof or if the city requires a hard copy proof, an updated proof will be presented for approval. Once the project is approved, I will oversee press approval as the brochure is printing to insure color on our state-of-the-art UV press or heat-set web press. This is to ensure the highest quality output for every brochure while remaining cost-effective. My experienced press technicians will also oversee the production process, performing regular quality control checks to ensure accuracy and consistency.

In conclusion, I believe my extensive experience in the industry, combined with our commitment to quality and customer satisfaction, make Intergraphics Co. the ideal partner for this project. I am confident that my proposed solution will effectively meet the requirements of this RFP and deliver a product that exceeds your expectations.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

C. CLIENT REFERENCES

CITY OF NORWALK (NEW CLIENT)
Contact: LEVY SUN, Director of Communications & Public Affairs
Scope of Work: Printing and Mailing of City Newsletter and Recreation Brochure
Date: Oct. 2023-present
Phone: 562.929.5753

CITY OF BELLFLOWER
Contact: Mike Machado, Recreation Supervisor
Scope of Work: Printing and Mailing of City Newsletter and Recreation Guide.
Date: 2000-present
Email: mmachado@bellflower.org
Phone: (562) 804-1424 ext. 2258

CITY OF SOUTH GATE
Contact: Ana Medina, Senior Secretary, Department of Parks and Recreation
Scope of Work: Printing and Mailing of Recreation Guide.
Date: 2022-present
Phone: 323-357-9645

CITY OF SANTA FE SPRINGS
Contact: Raelene Barraza, Public Information Officer
Scope of Work: Printing and Mailing of City Newsletter and Activity Guide.
Date: 2008-present
Email: RaeleneBarraza@santafesprings.org
Phone: (562) 868-0511, ext 7538

CITY OF BELL GARDENS
Contact: Raymond Corona, Administrative Assistant, Recreation and Community Services Department
Scope of Work: Printing and Mailing of Recreation Guide.
Date: 2015-present
Email: rcorona@Bellgardens.org
Phone: 562-806-7650

CITY OF LYNWOOD
Contact: Jamel Goodloe, Media Analyst, Marketing Division.
Scope of Work: Printing and Mailing of City Newsletter.
Date: 2016-present
Phone: 310.603.0220 Ext. 613
=

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

E. ADDITIONS OR EXCEPTIONS

Note: California Sales and Use Tax Regulation 1541.5. for Printed Sales Messages exempts any printed materials delivered through the US Postal Service from sales tax.

Any additional changes to specifications not included in this RFP are subject to revision and approval by the City of Santa Fe Springs. Most delivery charges are included in the Fee Schedule. Intergraphics Co. will work in good faith to resolve any discrepancies not included in this RFP. Due to fluctuations in commodity prices that directly affect the availability and cost of paper, the price not to exceed can be predicated to no more than 10% of the total cost for this calendar year. Any events drastically affecting availability and cost of paper or materials will be communicated with City Staff (Ex. Inflation, Pandemic, War, Supply Chain disruptions and Natural Disasters).

103 Crabapple Drive, Pomona, CA 91767 • ph:213-500-5455 fax:562-946-6606 • email: mike@intergraphicsco.com

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

G. PROOF OF INSURANCE

Please see attached Certificates of Insurance.

103 Crabapple Drive, Pomona, CA 91767 • ph:213-500-5455 fax:562-946-6606 • email: mike@intergraphicsco.com

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2024

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

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

PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 925-3137 **FAX (A/C, No):** E-MAIL ADDRESS:
INSURED MIKE CABRERA CORP. DBA INTERGRAPHICS COMPANY 103 CRABAPPLE DR POMONA CA 91767-1846	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Hartford Underwriters Insurance Company — 30104 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	76 SBU BC0AGN	12/06/2023	12/06/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			76 SBU BC0AGN	12/06/2023	12/06/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB **EXCESS LIAB** OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Data Breach - Defense & Liab Covg			76 SBU BC0AGN	12/06/2023	12/06/2024	Limit	$50,000

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

Those usual to the Insured's Operations. Please see Acord 101 attached for additional remarks.

CERTIFICATE HOLDER	**CANCELLATION**
City of Norwalk 12700 NORWALK BLVD NORWALK CA 90650-3144	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

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

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

PRODUCER

State Farm

ENA ALCARAZ INSURANCE AGENCY INC.
17814 WOODRUFF AVE STE 1
BELLFLOWER CA 90706

CONTACT NAME: Candace
PHONE (A/C, No, Ext): 562 866.2250 **FAX (A/C, No):** 562 866.3755
E-MAIL ADDRESS: candace@alcarazagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mike Cabrera Corp dba Inter-Graphics Co.
103 Crabapple Drive
Pomona CA 91767

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y		749 7511-D05-75	10/05/2023	04/05/2024	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Bellflower, City Clerk's Office "Its Officials and Employees listed as additional insureds."
30-day notice of cancellation

CERTIFICATE HOLDER

City of Bellflower
City Clerk's Office
16600 Civic Center Dr
Bellflower CA 90706

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25 – 2 Printing, Graphic Design, and Mailing Services
ATTACHMENT A – Vendor Questionnaire
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Business Name	MIKE CABRERA CORP. DBA INTERGRAPHICS COMPANY
Business Address	103 CRABAPPLE DRIVE, POMONA, CA 91767
Business Phone Number	213-500-5455
Contact Person Name and Title	MIKE CABRERA / PRESIDENT
Contact Person Phone Number	213-500-5455
Contact Person Email Address	mike@intergraphicsco.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Santa Fe Springs? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	PRODUCTION AND SALES OFFICE ACE COMMERCIAL, INC. 10310 PIONEER BLVD. SANTA FE SPRINGS, CA 90670
2. How many years of experience do you have providing printing services?	27 years
3. How many years of experience do you have providing graphic design services?	27 years

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services?	City Of Bellflower, City Of Bell Gardens, City of South Gate, City of Whittier, City of Long Beach, City of Santa Fe Springs, City of Pico Rivera, City of Baldwin Park, City of La Mirada, City of Lynnwood, The State of California DGS.
6. Can you provide same day/expedited services?	Yes, depending on the project and time files received.
7. Do you have a web-based platform for submitting/receiving business card orders?	Not at the moment. We supply Excel template for client to submit information. We layout and submit proofs.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

InterGraphics Company

C. CLIENT REFERENCES

CITY OF NORWALK (NEW CLIENT)
Contact: LEVY SUN, Director of Communications & Public Affairs
Scope of Work: Printing and Mailing of City Newsletter and Recreation Brochure
Date: Oct. 2023-present
Phone: 562.929.5753

CITY OF BELLFLOWER
Contact: Mike Machado, Recreation Supervisor
Scope of Work: Printing and Mailing of City Newsletter and Recreation Guide.
Date: 2000-present
Email: mmachado@bellflower.org
Phone: (562) 804-1424 ext. 2258

CITY OF SOUTH GATE
Contact: Ana Medina, Senior Secretary, Department of Parks and Recreation
Scope of Work: Printing and Mailing of Recreation Guide.
Date: 2022-present
Phone: 323-357-9645

CITY OF SANTA FE SPRINGS
Contact: Raelene Barraza, Public Information Officer
Scope of Work: Printing and Mailing of City Newsletter and Activity Guide.
Date: 2008-present
Email: RaeleneBarraza@santafesprings.org
Phone: (562) 868-0511, ext 7538

CITY OF BELL GARDENS
Contact: Raymond Corona, Administrative Assistant, Recreation and Community Services Department
Scope of Work: Printing and Mailing of Recreation Guide.
Date: 2015-present
Email: rcorona@Bellgardens.org
Phone: 562-806-7650

CITY OF LYNWOOD
Contact: Jamel Goodloe, Media Analyst, Marketing Division.
Scope of Work: Printing and Mailing of City Newsletter.
Date: 2016-present
Phone: 310.603.0220 Ext. 613
=

Bid Results

Bidder Details

Vendor Name	INTERGRAPHICS COMPANY
Address	103 Crabapple Drive Pomona, California 91767 United States
Respondee	MIKE CABRERA
Respondee Title	PRESIDENT
Phone	213-500-5455
Email	mike@intergraphicsco.com
Vendor Type	VSBE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	09/05/2024 1:11 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	393435
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
FINAL-SFS PROPOSAL 2024.pdf	FINAL-SFS PROPOSAL 2024.pdf	Letter of Interest/Proposal (See Section VIII of RFP Document)
ATTACHMENT A - INTERGRAPHICS.pdf	ATTACHMENT A - INTERGRAPHICS.pdf	Vendor Questionnaire (See Attachment A)
REFERENCES.pdf	REFERENCES.pdf	References (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							$12,587.0000		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.0645	$322.5000	Yes	
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided (Full Bleed)	Letter	5000	$0.0645	$322.5000	Yes	
3			8.5" x 11" Paper - 24# White Woven Regular - Black & White - Double Sided (Full Bleed)	Letter	5000	$0.0645	$322.5000	Yes	
4			8.5" x 11" Paper - 24# White Woven Regular - Color - Double Sided (Full Bleed)	Letter	5000	$0.0645	$322.5000	Yes	
5			#10 Envelopes - Window - Full Color, No Bleeds - No Printing on Flap	Envelop	20000	$0.0816	$1,632.0000	Yes	
6			Mailing Services - Letters (1 Insert)	Letter	20000	$0.1300	$2,600.0000	Yes	BASED ON LASER IMPRINT LETTER, FOLD AND INSERT 1 LETTER
7			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$7,000.0000	$7,000.0000	Yes	ESTIMATED .035 EA. LOCAL ZIP CODE STANDRD.
8			Digital Copy for Website Posting	Digital	1	$65.0000	$65.0000	Yes	
Newsletters (See Sample Item No. 1 - Newsletter)							$24,273.0000		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 4 Pages - Full Color/Full Bleed on 60lb Paper - Gloss - With Seal	Newsletter	80000	$0.0896	$7,168.0000	Yes	BASED ON 11" X 17" FOLDED TO 8.5" X 11" PER ADDENDUM
10			Mailing Services - Newsletter	Newsletter	80000	$0.0120	$960.0000	Yes	BASED ON ONE MAILING AT 80,000
11			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$16,080.0000	$16,080.0000	Yes	BASED ON CURRENT EDDM RATE AT 80,000 MAILING
12			Digital Copy for Website Posting	Digital	1	$65.0000	$65.0000	Yes	
Brochures (See Sample Item No. 2 - Brochure)							$5,046.0000		
13			Brochure - 8.5" x 11" - Bi-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	10000	$0.0795	$795.0000	Yes	100# GLOSS BOOK
14			Brochure - 9" x 16" - Bi-Fold - Premium Paper Thickness - Full Color	Brochure	10000	$0.1188	$1,188.0000	Yes	100# GLOSS BOOK
15			Mailing Services - Brochure	Brochure	10000	$0.0988	$988.0000	Yes	AFFIX TAB AND PREPARE FOR EDDM SIMPLIFIED MAILING
16			Bulk Postage Rate (Every Door Direct Mail for Zip Code 90670)	Postage	1	$2,010.0000	$2,010.0000	Yes	
17			Digital Copy for Website Posting	Digital	1	$65.0000	$65.0000	Yes	
Flyers (See Sample Item No. 3 - Flyer)							$350.0000		
18			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	$0.0504	$126.0000	Yes	
19			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1000	$0.1590	$159.0000	Yes	
20			Digital Copy for Website Posting	Digital	1	$65.0000	$65.0000	Yes	
Business Cards (See Sample Item No. 4 - Business Card)							$77.5000		
21			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	100	$0.2500	$25.0000	Yes	UPS CHARGES MAY APPLY ADDITIONAL $11.08 PER ORDER
22			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Matte Coated	Box	500	$0.0650	$32.5000	Yes	UPS CHARGES MAY APPLY ADDITIONAL $11.08 PER ORDER
23			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	$20.0000	$20.0000	Yes	
24			Online Portal Set-Up for Business Cards (Optional)	Digital	1	$0.0000	$0.0000	Yes	NOT AT THE TIME OF BID
Postcards (See Sample Item No. 5 - Postcard)							$1,115.0000		
25			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	$0.1500	$150.0000	Yes	
26			Mailing Services - Postcards	Postcard	1000	$0.5500	$550.0000	Yes	INKJET ADDRESS INCLUDED
27			Standard Postage Rate	Postage	1	$350.0000	$350.0000	Yes	
28			Digital Copy for Website Posting	Digital	1	$65.0000	$65.0000	Yes	
Banners (See Sample Item No. 6 - Banner)							$17,949.0400		
29			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	$45.5600	$4,556.0000	Yes	
30			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	$70.2000	$7,020.0000	Yes	
31			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	$90.9400	$2,273.5000	Yes	
32			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	$35.6400	$891.0000	Yes	
33			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	$187.2000	$1,872.0000	Yes	
34			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Veritcal - Full Color	Banner	10	$133.6540	$1,336.5400	Yes	

Signs (See Sample Item No. 7 - Sign)							$4,872.0000			
35			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	$5.8800	$1,470.0000	Yes		
36			Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	$13.6080	$3,402.0000	Yes		
Bound Books (See Sample Item No. 8 - Bound Book)							$1,530.0000			
37			8 1/2" x 11" Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 225 pages)	Book	50	$30.6000	$1,530.0000	Yes		
Apparel/Promotional Items							$7,707.5000			
38			Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50	$41.0000	$2,050.0000	Yes		
39			Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25	$145.0000	$3,625.0000	Yes		
40			Cap - Mens/Womens - Carhart Ashland Cap (or similar) - Black	Cap	25	$30.0000	$750.0000	Yes		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
41			Ceramic Mug - 11oz - White - City Logo (1 Color)	Mug	50	$13.5000	$675.0000	Yes	
42			Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo (1 Color)	Bottle	50	$12.1500	$607.5000	Yes	
Graphic Design Services							$5,440.0000		
43			Graphic Design Services	Hour	80	$68.0000	$5,440.0000	Yes	
Misc Services/Fees							$225.0000		
44			Expedited Service Fee	Fee	1	$0.0000	$0.0000	Yes	30% RUSH ORDERS
45			Delivery Service Fee (See Scope of Work)	Fee	1	$225.0000	$225.0000	Yes	EXTRA BULK MAIL DELIVERIES BEYOND REQUESTED
46			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1	$0.0000	$0.0000	Yes	NOT AVAIABLE AT TIME OF BID

Line Item Subtotals

Section Title	Line Total
Letters	$12,587.0000
Newsletters (See Sample Item No. 1 - Newsletter)	$24,273.0000
Brochures (See Sample Item No. 2 - Brochure)	$5,046.0000
Flyers (See Sample Item No. 3 - Flyer)	$350.0000
Business Cards (See Sample Item No. 4 - Business Card)	$77.5000
Postcards (See Sample Item No. 5 - Postcard)	$1,115.0000
Banners (See Sample Item No. 6 - Banner)	$17,949.0400
Signs (See Sample Item No. 7 - Sign)	$4,872.0000
Bound Books (See Sample Item No. 8 - Bound Book)	$1,530.0000
Apparel/Promotional Items	$7,707.5000
Graphic Design Services	$5,440.0000
Misc Services/Fees	$225.0000
Grand Total	$81,172.0400

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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,

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

Docusign Envelope ID: 9D7587F7-F47D-472F-AD01-C883A648A954

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.

ITEM # 25

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: **MEASURE R FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY – AMENDMENT NO. 2 TO AGREEMENT MR315.42**

DATE: October 15, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Approve Amendment No. 2 for Measure R Funding Agreement MR315.42 for Florence Avenue Widening Project, from Orr and Day to Pioneer Boulevard; and

2) Authorize the City Manager to execute Amendment No. 2; and

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

FISCAL IMPACT

Amendment No. 2 extends the Lapse Date to June 30, 2025, allowing the City to request final reimbursement for the completed Project in the amount of $158,169.74. The total project funding remains at $3,800,000, with adequate funds to cover the final reimbursement.

BACKGROUND

In 2008, the voters of Los Angeles County approved Measure R. Measure R is a half-cent sales tax that took effect in January 2009 to help finance new transportation projects and programs and accelerate those already in progress.

On December 1, 2016, the City Council approved Agreement No. MR 315.42 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to receive funding for

the Florence Avenue Widening Project as part of the I-605 Corridor Hot Spots Interchange Improvements. On December 19, 2019, the City requested an additional $3,200,000.00 in Measure R funds to complete the project and Amendment No. 1 was executed bringing the total available funds to $3,800,000. The project was completed on January 5, 2021.

ANALYSIS

Approving Amendment No. 2 will enable the City to seek reimbursement for the Florence Avenue Widening Project from Orr and Day to Pioneer Boulevard for the remaining balance of $158,169.74.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval by the City Council, City Staff will request the final reimbursement of $158,169.74 from LACMTA for the Florence Avenue Widening Project under Measure R Funding Agreement MR315.42.

ATTACHMENTS:

A. Amendment No. 2
B. Agreement No. MR 315.42, including Amendment No. 1

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FTIP #: LA0G1336
Subregion ID: I-605/SR-91/I-405 Corridors "Hot Spots"

Project#: MR315.42
Amendment No. 2
FA# 920000000MR31542

AMENDMENT No.2 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of May 22, 2024 by and between the City of Santa Fe Springs ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR31542, dated September 20, 2016, which was amended June 30, 2019 (as amended, the "Existing FA"), which Existing FA provides for the Florence Avenue Widening Project, from Orr & Day to Pioneer Blvd (the "Project"); and

B. WHEREAS, the LACMTA Board on January 26, 2023 delegated administrative authority to staff to extend lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and

C. Whereas, the Grantee and LACMTA desire to extend the lapse date of the Project funds programmed for Fiscal Year (FY) FY 2018-19 to June 30, 2025; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2016-17 are no longer available. All Funds programmed for FY 2017-18 are no longer available. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2025. "

2. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

3. Attachment C-1 the Existing FA is hereby replaced by Attachment C-2, attached.

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Elena Eggers Date: 9/11/24
Deputy

GRANTEE:

City of Santa Fe Springs

By: _____ Date: _____
René Bobadilla
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Rick Olivarez
City Attorney

ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.42 A-2
Project Title: Florence Avenue Widening Project#: MR315.42
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1			TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	$150,000								$150,000
PS&E	$300,000								$300,000
RW Support	$100,000								$100,000
Const. Support	$478,000								$478,000
RW	$50,000								$50,000
Construction	$2,085,391	$551,218	$85,391						$2,722,000
Total MEASURE R	**$3,163,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**
SUM PROG LACMTA FUNDS:	**$3,163,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**
PROJECT FUNDING FY23-24 and FY24-25	**$3,163,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**

SOURCES OF FUNDS	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4		TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total MEASURE R	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY25-26 and FY26-27	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

SUMMARY OF ALL FUNDS									
PAED	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150,000**
PS&E	**$300,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$300,000**
RW Support	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100,000**
Const. Support	**$478,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$478,000**
RW	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**
Construction	**$2,085,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,722,000**
TOTAL MILESTONES	**$3,163,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**
SUM PROG LACMTA FUNDS	**$3,163,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**
SUM NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$3,163,391**	**$551,218**	**$85,391**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**

ATTACHMENT C-2
SCOPE OF WORK

PROJECT TITLE:
Florence Avenue Widening Project

PROJECT LOCATION:
The project is located on Florence Avenue, from Orr & Day Road to Pioneer Blvd. in the City of Santa Fe Springs.

PROJECT LIMITS:
This project limits are from Orr & Day Road to Pioneer Blvd. which is approximately ½ mile

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The Florence Ave. on/off ramps at the I-5 and I-605 are less than ¼ mile apart. Traffic coming to and from both the I-5 and I-605 on/off ramps overwhelms the operational capacity at the adjacent intersections and roadway segments. The proposed street widening will improve traffic flow through this segment, immediately adjacent to the freeway on/off ramps.

PROJECT BACKGROUND:
The purpose of this project is to increase capacity, by widening the arterial from an existing 5 lane section (2 lanes each direction, with a center turn lane or median) to a 7 lane section (3 lanes each direction, with a center turn lane). Additional capacity is needed along Florence Avenue, consistent with the newly constructed project at the interchange, to improve Level of Service and Operational performance.

TOTAL PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	150,000
PS and E	300,000
R/W Support	100,000
R/W Capital	50,000
Construction Support	478,000
Construction Capital	2,722,00
Total Budget	$ 3,800,000

SCOPE:

The Project features includes ALL phases of the project delivery, but are not limited to, the following:

PRELIMINARY DESIGN AND ENVIRONMENTAL REPORT:
I. Preliminary Design

Tasks to be performed include, but are not limited to, the following:

A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Florence Avenue.
C. Incorporate provided layout plans to be incorporated into the final design.

II. Environmental Report

Tasks to be performed include, but are not limited to, the following:

A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and a Categorical Exemption (CE).
B. Conduct the required technical analysis for the project.
C. Prepare, following completion of appropriate technical analysis, an Administrative CE, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
D. Prepare the CE for public circulation.
E. Prepare responses to public review of Draft and prepare a CE and submit for review to the City.
F. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

FINAL DESIGN – PLANS, SPECIFICATIONS AND ESTIMATES (PS&E):

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Florence Avenue.
B. Prepare civil roadway plans for the required improvements, consistent with City format and standards.
C. Provide necessary survey points within the project area, to establishing horizontal and vertical control at pinch points.
D. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
E. Identify street pavement structural sections for project area.
F. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
G. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files and mylars for all plan sheets.
H. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners.
I. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.

J. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.

III. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and preparation for the Community Information Workshop at 95% design completion.
B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:
Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition, if needed.
D. Authorize appraisals and improvements pertaining to properties, if needed.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties, if needed.
F. Set just compensation, if needed.
G. Present written offer letters and appraisal summaries to property owners, if needed.
H. Conduct negotiations to settlement including possession of property, if needed.

I. Relocate Utilities in Conflict, if needed.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
B. Contract with a Contractor for construction.
C. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract	January 2017	January 2017
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
Insert other planning milestones		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans	9/10/2017	12/12/2019
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
Insert other prelim design milestones		
PA&ED		
Prepare Environmental Document Document Type:_____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document	2/6/2017	2/20/2017
Community Outreach		

Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
Insert other PAED milestones		
PS&E		
35% PS&E		
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way	2/21/2017	5/22/2017
Estimating		
Civic Design		
Structural Design		
Intelligent Transportation System (ITS)		

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract	12/13/2019	2/13/2019
EXCAVATION		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
ENVIRONMENTAL		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
CONCRETE		
Form Work		
Rebar Placement		
Pole Placement		
TRAFFIC CONTROL		
TMP		
STRUCTURAL		
False Work		
Iron Placement		
Pole Placement		
UTILITIES		
DWP		
SCE		
LADOT		
MATERIALS		
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
ELECTRICAL		
Power U/G Communication		
A/G Testing/Acceptance		

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction	4/27/2020	1/5/2021
Reimbursement Closeout	June 21, 2021	11/25/ 2024
CHANGE ORDERS		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

ATTACHMENT C – Location Map(s)



ATTACHMENT B

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

January 22, 2020

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

Re: Funding Agreement (FA) Amendment for Florence Avenue Widening Project – ID# MR315.42

Mr. Negrete:

Enclosed is one copy of the fully executed FA amendment for the above referenced project.

If you have any questions, please call me at 213-922-2594 or email at YahataA@metro.net.

Thank you for your assistance and continuing cooperation.

Sincerely,

Annaleigh Yahata Ekman
Highway Program
LACMTA

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS
2020 JAN 27 AM 10:04

AMENDMENT No. 1 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of June 30, 2019 by and between the City of Santa Fe Springs ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.42, dated September 20, 2016, (the "Existing FA"), which Existing FA provides for the Florence Avenue Widening Project (the "Project"); and

B. WHEREAS, the LACMTA Board on June 27, 2019 approved a request by the GRANTEE to increase the allocated Measure R Funds from $600,000 to $3,800,000. The total new Project budget is $3,800,000; and

C. WHEREAS, the Measure R Funds are currently programmed for the Project as follows: $50,000 in FY 2016-17, $550,000 in FY 2017-18, and $3,200,000 in FY 2018-19; and

D. WHEREAS, the funding set forth herein is intended to fund ALL phases of the Project; and

E. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The second and third whereas clauses of the Existing FA are hereby amended by deleting those in their entirety and replacing it with the following: "WHEREAS, the funding herein is intended to fund ALL phases of the Florence Avenue Widening Project. The total amount of Measure R funds for this project is $3,800,000 subject to the terms and conditions of this FA."

2. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $3,800,000 (the "Funds") for the Project. LACMTA Board of Directors actions on June 23, 2016 and June 27, 2019 granted the Measure R Funds for the Project. The Measure R Funds are currently programmed in the following Fiscal Years (FY): $50,000 in FY 2016-17, $550,000 in FY 2017-18, and $3,200,000 in FY 2018-19."

3. Part I, Paragraph 11 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
MS 99-18-2
Los Angeles, CA 90012
Attention: Carlos Montez, 99-18-2
(213) 418-3241
MontezC@metro.net"

4. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following

"3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:
Re: LACMTA Project ID# MR315.42 and FA# 920000000MR315.42
LACMTA Project Manager: Carlos Montez, MS: 99-18-2"

6. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY2016-17 are subject to lapse by June 30, 2021. All Funds programmed for FY2017-18 are subject to lapse by June 30, 2022. All Funds programmed for FY2018-19 are subject to lapse by June 30, 2023."

7. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

8. Attachment B1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

9. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

10. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 1/16/2020
for Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 10/4/19
Deputy

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____ Date: 1/7/20
Ivy M. Tsai
City Attorney

APPROVED AS TO FORM:

By: _____ Date: 12/19/19
Janet Martinez
City Clerk

By: _____ Date: 1/3/20
Ray Cruz
City Manager

FTIP #: LA0G1336

ATTACHMENT A-1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.42

Project Title: Florence Avenue Widening Project#: MR315.42

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	$ 50,000	$ 550,000	$ 3,200,000				$ 3,800,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ 50,000	$ 550,000	$ 3,200,000	$ -	$ -	$ -	$ 3,800,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
TOTAL PROJECT FUNDS	$ 50,000	$ 550,000	$ 3,200,000	$ -	$ -	$ -	$ 3,800,000	100%

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.42
Project Title: Florence Avenue Widening Project#: MR315.42

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	PRIOR YEARS	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	$150,000								$150,000
PS&E	$300,000								$300,000
RW Support	$100,000								$100,000
Const. Support					$100,000	$300,000	$78,000		$478,000
RW	$50,000								$50,000
Construction						$2,000,000	$722,000		$2,722,000
Total MEASURE R	$600,000	$0	$0	$0	$100,000	$2,300,000	$800,000	$0	$3,800,000
SUMMARY OF ALL FUNDS									
PAED	$150,000	$0	$0	$0	$0	$0	$0	$0	$150,000
PS&E	$300,000	$0	$0	$0	$0	$0	$0	$0	$300,000
RW Support	$100,000	$0	$0	$0	$0	$0	$0	$0	$100,000
Const. Support	$0	$0	$0	$0	$100,000	$300,000	$78,000	$0	$478,000
RW	$50,000	$0	$0	$0	$0	$0	$0	$0	$50,000
Construction	$0	$0	$0	$0	$0	$2,000,000	$722,000	$0	$2,722,000
TOTAL MILESTONES	$600,000	$0	$0	$0	$100,000	$2,300,000	$800,000	$0	$3,800,000
SUM PROG LACMTA FUNDS	$600,000	$0	$0	$0	$100,000	$2,300,000	$800,000	$0	$3,800,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$600,000	$0	$0	$0	$100,000	$2,300,000	$800,000	$0	$3,800,000

ATTACHMENT C-1
SCOPE OF WORK

PROJECT TITLE:
Florence Avenue Widening Project

PROJECT LOCATION:
The project is located on Florence Avenue, from Orr & Day Road to Pioneer Blvd. in the City of Santa Fe Springs.

PROJECT LIMITS:
This project limits are from Orr & Day Road to Pioneer Blvd. which is approximately ½ mile

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The Florence Ave. on/off ramps at the I-5 and I-605 are less than ¼ mile apart. Traffic coming to and from both the I-5 and I-605 on/off ramps overwhelms the operational capacity at the adjacent intersections and roadway segments. The proposed street widening will improve traffic flow through this segment, immediately adjacent to the freeway on/off ramps.

PROJECT BACKGROUND:
The purpose of this project is to increase capacity, by widening the arterial from an existing 5 lane section (2 lanes each direction, with a center turn lane or median) to a 7 lane section (3 lanes each direction, with a center turn lane). Additional capacity is needed along Florence Avenue, consistent with the newly constructed project at the interchange, to improve Level of Service and Operational performance.

TOTAL PROJECT BUDGET: $3,800,000

SCOPE:
The Project features includes ALL phases of the project delivery, but are not limited to, the following:

PRELIMINARY DESIGN AND ENVIRONMENTAL REPORT:

I. Preliminary Design

Tasks to be performed include, but are not limited to, the following:

A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Florence Avenue.
C. Incorporate provided layout plans to be incorporated into the final design.

II. Environmental Report

Tasks to be performed include, but are not limited to, the following:

A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and a Categorical Exemption (CE).
B. Conduct the required technical analysis for the project.
C. Prepare, following completion of appropriate technical analysis, an Administrative CE, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
D. Prepare the CE for public circulation.
E. Prepare responses to public review of Draft and prepare a CE and submit for review to the City.
F. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

FINAL DESIGN – PLANS, SPECIFICATIONS AND ESTIMATES (PS&E):

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Florence Avenue.
B. Prepare civil roadway plans for the required improvements, consistent with City format and standards.
C. Provide necessary survey points within the project area, to establishing horizontal and vertical control at pinch points.
D. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
E. Identify street pavement structural sections for project area.
F. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
G. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files and mylars for all plan sheets.
H. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners.
I. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
J. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.

III. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and preparation for the Community Information Workshop at 95% design completion.

B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:
Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition, if needed.
D. Authorize appraisals and improvements pertaining to properties, if needed.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties, if needed.
F. Set just compensation, if needed.
G. Present written offer letters and appraisal summaries to property owners, if needed.
H. Conduct negotiations to settlement including possession of property, if needed.
I. Relocate Utilities in Conflict, if needed.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

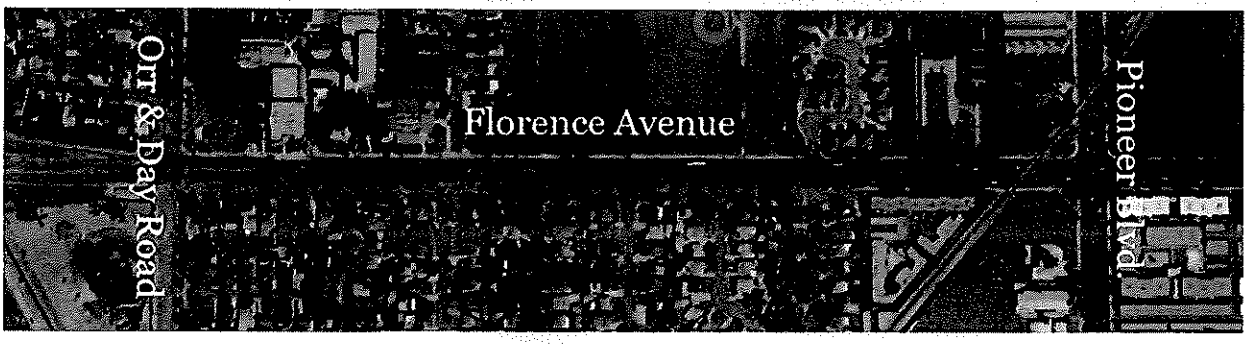
A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
B. Contract with a Contractor for construction.
C. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

SCHEDULE:

Start Project: June 2016
Completion: June 2020

ATTACHMENT C – Location Map(s)



ITEM # 26

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: **MEASURE R FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY – AMENDMENT NO. 4 TO AGREEMENT MR315.40**

DATE: October 15, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Approve Amendment No. 4 for Measure R Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection; and

2) Authorize the City Manager to execute Amendment No. 4; and

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

FISCAL IMPACT

Amendment No. 4 extends the Lapse Date to June 30, 2025, allowing the City to request final reimbursement for the completed Project in the amount of $1,116,994.93. The total project funding remains at $1,254,000, with adequate funds to cover the final reimbursement.

BACKGROUND

In 2008, the voters of Los Angeles County approved Measure R. Measure R is a half-cent sales tax that took effect in January 2009 to help finance new transportation projects and programs and accelerate those already in progress.

At the August 13, 2020 meeting, the City Council approved an agreement (MR 315.40) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to

construct intersection improvements at Valley View and Rosecrans Avenue. At the November 15, 2022 meeting the City Council approved Amendment No. 3 which added $430,000 in Measure R funds to complete the project, which brought the total project funding amount to $1,254,000. The project was completed on November 30, 2022.

ANALYSIS

Approving Amendment No. 4 will enable the City to request final reimbursement for the Valley View Avenue and Rosecrans Avenue Intersection Project in the amount of $1,116,994.93.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon approval by the City Council, City Staff will request final reimbursement of $1,116,994.93 from LACMTA for the Valley View Avenue and Rosecrans Avenue Intersection Improvement Project under Measure R Funding Agreement MR 315.40.

ATTACHMENTS:

A. Amendment No. 4
B. Agreement No. MR 315.40, including Amendment Nos. 1 - 3

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FTIP #: N/A
Subregion ID: I-605/SR-91/I-405 Corridors "Hot Spots"

Project#: MR315.40
Amendment No. 4
FA# 920000000MR31540

AMENDMENT No.4 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 4 to the Funding Agreement (this "Amendment"), is dated as of May 22, 2024 by and between the City of Santa Fe Springs ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR31540, dated November 1, 2017, which was amended on May 11, 2020, November 19, 2021, and September 15, 2022, (as amended, the "Existing FA"), which Existing FA provides for the Valley View Ave Intersection at Rosecrans Ave Improvements (the "Project"); and

B. WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for Fiscal Year (FY) 2015-16 and FY 2017-18 to June 30, 2025; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
(ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
  a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
  b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
  c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
(iii) submitting the Quarterly Progress/Expenditure Report; and
(iv) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2015-16, FY 2017-18 and FY 2022-23 are subject to lapse by June 30, 2025."

2. Attachment B1-3 of the Existing FA is hereby replaced by Attachment B1-4, attached.

3. Attachment C-3 of the Existing FA is hereby replaced by Attachment C-4, attached.

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.4 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 7/10/24
Deputy

GRANTEE:

City of Santa Fe Springs

By: _____ Date: _____
René Bobadilla
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Rick Olivarez
City Attorney

ATTACHMENT B1-4 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.40 A-4

Project Title: Valley View Intersection at Rosecrans Ave Improvements Project#: MR315.40

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4				TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support	$12,983								$12,983
Const. Support		$145,070	$1,124						$146,194
RW		$54,443							$54,443
Construction		$916,653	$123,728						$1,040,381
Total MEASURE R	$12,983	$1,116,165	$124,852	$0	$0	$0	$0	$0	$1,254,000
SUM PROG LACMTA FUNDS:	$12,983	$1,116,165	$124,852	$0	$0	$0	$0	$0	$1,254,000
PROJECT FUNDING FY23-24 and FY24-25	$12,983	$1,116,165	$124,852	$0	$0	$0	$0	$0	$1,254,000
SUMMARY OF ALL FUNDS									
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$12,983	$0	$0	$0	$0	$0	$0	$0	$12,983
Const. Support	$0	$145,070	$1,124	$0	$0	$0	$0	$0	$146,194
RW	$0	$54,443	$0	$0	$0	$0	$0	$0	$54,443
Construction	$0	$916,653	$123,728	$0	$0	$0	$0	$0	$1,040,381
TOTAL MILESTONES	$12,983	$1,116,165	$124,852	$0	$0	$0	$0	$0	$1,254,000
SUM PROG LACMTA FUNDS	$12,983	$1,116,165	$124,852	$0	$0	$0	$0	$0	$1,254,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$12,983	$1,116,165	$124,852	$0	$0	$0	$0	$0	$1,254,000

ATTACHMENT C-4
SCOPE OF WORK

PROJECT TITLE:
Valley View Avenue and Rosecrans Avenue Intersection Improvements

PROJECT LOCATION:
The project is located at Valley View Avenue and Rosecrans Avenue in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), approximately 1 mile north of the I-5 Freeway.

PROJECT LIMITS:
This project limits are include the intersection of Rosecrans Avenue and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to restripe the intersection to provide a striped bicycle lane along Valley View Avenue, as well as increased left turn pocket storage on the northbound side, and a second left turn lane and a striped through lane on the southbound side. Along Rosecrans Ave., it's proposed to increase curb radius returns in both directions and to add a striped right through lane for both eastbound and westbound traffic. The improvements also include the construction of a raised median along Valley View Avenue on both sides of the intersection. Right-of-way is required on the southwest and northeast corners of the intersection.

PROJECT BACKGROUND: The projects was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection "Hot Spot." Improvements are needed in the intersection to improve Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	N/A Completed by Metro
PS and E	N/A Completed by Metro
R/W Support	$12,983
R/W Capital	$54,443
Construction Support	$146,194
Construction Capital	$1,040,381
Total Budget	**$ 1,254,000**

SCOPE:
The Project features include, but are not limited to, the following: Right-of-Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations, legal services, and record keeping, Right-of-Way Capital, Construction Capital and Construction Support necessary to provide construction oversight, including to procure a consultant for the construction engineering, project management, inspection, award of contract to contractor for construction and performance of the necessary tasks to complete the job.

Two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

	Valley View / Alondra Right of Way Impacts	
No.	APN	Impact Type (Acquisition / TCE)
1	8061-017-013	Partial Acquisition and TCE
2	8069-006-004	Partial Acquisition and TCE

The tasks necessary to complete the job include the following:

DESIGN:

I. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Consultant to prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
B. Consultant to prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
C. Metro to provide final plans to the City.

II. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 95% design completion.
B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Identify right-of-way acquisitions, and/or temporary construction easements to provide for the optimal roadway alignment, which shall incorporate roadway widening, and preserve the existing improvements.
C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project

Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.

D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement.
I. Legal services, if necessary.
J. Relocate utilities in conflict.

CONSTRUCTION:

Grantee expects to provide construction oversight, and procure a consultant for construction management and inspection. Grantee will award a contract for construction and to perform the following tasks:

A. Contract with a separate engineering firm to provide Construction Management and Inspection for the Project. This will be accomplished using Grantee On-Call Engineering Firms.
B. Contract with a Contractor for construction.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

Task	*Original Start Date*	*Original Completion Date*	*Revised Start Date*	*Revised Completion Date*
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	July 2019
SFS Council Approval	May 2018	June 2018	June 2019	July 2019
Acquire Property	July 2018	October 2018	August 2019	May 2020
Physical Possession	October 2018	October 2018	June 2020	July 2020
Bidding & Construction				
Ready to List	November 2018	November 2018	August 2020	August 2020
Advertise	November 2018	November 2018	September 2020	September 2021
Bid Opening	December 2018	December 2018	November 2020	December 2021
Award of Contract	January 2019	January 2019	December 2020	January 2022
Fully Executed Contract	February 2019	February 2019	January 2021	February 2022
Construction	February 2019	May 2019	February 2021	January 2023
Construction Closeout	N/A	N/A	May 2024	November 2024

ATTACHMENT C-4 – Location Map(s)



FTIP #: N/A
Subregion ID: Gateway Cities

Project#: MR315.40
FA# 920000000MR315.40

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of November 1, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Santa Fe Springs ("GRANTEE") for Valley View Ave intersection at Rosecrans Ave Improvements, LACMTA Project ID# MR315.40 (the "Project").

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Right-of-Way acquisition and Construction of the Project.

WHEREAS, the LACMTA Board, at its December 3, 2015 meeting, programmed $524,000 in Measure R Funds to GRANTEE for Right-of-Way acquisition and Construction subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board at its October 26, 2017 meeting, programmed an additional $300,000. The funds will be programmed as follows: $524,000 in Fiscal Year (FY) 2016 and $300,000 in FY 2018; and

WHEREAS, The revised designated project budget is $824,000 for Right-of-Way acquisition and Construction of the Project in Measure R Funds.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 2/9/18
for Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 1/18/18
Deputy

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____ Date: 1/31/18
Don R. Powell
Interim City Manager

APPROVED AS TO FORM:

By: _____ Date: 1/30/18
Yolanda M. Summerhill
City Attorney

ATTEST:

By: _____ Date: 1/30/18
Janet Martinez
City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Valley View Ave intersection at Rosecrans Ave Improvements –Right-of-Way acquisition and Construction. LACMTA Project ID# MR315.40.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $824,000 (the "Fund") for the Project. LACMTA Board of Directors' action of December 3, 2015 granted the Measure R Funds for the Project. The amount of $524,000 Funds are programmed over one year for Fiscal Years (FY) FY 2015-16. The amount of $300,000 Funds are programmed in Fiscal Year FY 2018.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Carlos Montez
LACMTA PROJECT MANAGER
MAIL STOP 99-22-9
PHONE (213) 418-3241

E-MAIL: MontezC@metro.net

11. GRANTEE's Address:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Noe Negrete
Public Works Director
PHONE (562) 868-0511
E-MAIL: NoeNegrete@santafesprings.org

12. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MR315.40 and FA# FA920000000MR315.40
Carlos Montez; Mail Stop 99-22-9

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd)fiscal year** following the year the Funds were first programmed; and

(iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and

(v) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vi) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to

another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses,

including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: N/A

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.40

Project Title: Valley View Ave intersection at Rosecrans Ave Project#: MR315.40

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2014-15	FY2015-16	FY2016-17	FY 2017-18	FY2018-19	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS			$ 524,000		$ 300,000		$ 824,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ -	$ 524,000	$ -	$ 300,000	$ -	$ 824,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
TOTAL PROJECT FUNDS	$ -	$ -	$ 524,000	$ -	$ 300,000	$ -	$ 824,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.42
Project Title: Valley View Ave intersection at Rosecrans Ave Project#:MR315.42

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support				$75,000					$75,000
Const. Support								$90,000	$90,000
RW Capital							$20,000		$20,000
Construction								$639,000	$639,000
Total MEASURE R	$0	$0	$0	$75,000	$0	$0	$20,000	$729,000	$824,000
PROP C 25%									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total PROP C 25%	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$0	$0	$0	$75,000	$0	$0	$20,000	$729,000	$824,000
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY16-17 and FY17-18	$0	$0	$0	$75,000	$0	$0	$20,000	$729,000	$824,000
SUMMARY OF ALL FUNDS									
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$0	$0	$0	$75,000	$0	$0	$0	$0	$75,000
Const. Support	$0	$0	$0	$0	$0	$0	$0	$90,000	$90,000
RW	$0	$0	$0	$0	$0	$0	$20,000	$0	$20,000
Construction	$0	$0	$0	$0	$0	$0	$0	$639,000	$639,000
TOTAL MILESTONES	$0	$0	$0	$75,000	$0	$0	$20,000	$729,000	$824,000
SUM PROG LACMTA FUNDS	$0	$0	$0	$75,000	$0	$0	$20,000	$729,000	$824,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$0	$0	$0	$75,000	$0	$0	$20,000	$729,000	$824,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: Rosecrans Avenue and Valley View Avenue Intersection Improvements

PROJECT LOCATION:
The project is located at the Rosecrans Avenue/Valley View Avenue Intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), approximately 1 mile north of the I-5 freeway.

PROJECT LIMITS:
This project limits include the intersection of Rosecrans Avenue and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to restripe the intersection to provide a striped bicycle lane along Valley View, as well as increased left turn pocket storage on the northbound side, and a second left turn lane and a striped thru lane on the southbound side. Along Rosecrans Avenue, it's proposed to increase curb radius returns in both directions and to add a striped right turn lane for both east and westbound traffic. The improvements also include the construction of a raised median along Valley View Avenue on both sides of the intersection. New Right of Way is required on the south west corner as well as on the north east corner of the intersection.

PROJECT BACKGROUND: This project was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection "Hot Spot". Improvements are needed in the intersection to improve the Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	NA/Completed by Metro
PS and E	NA/Completed by Metro
R/W Support	$75,000
R/W Capital	$20,000
Construction Capital	$639,000
Construction Support	$90,000
Total Budget	**$824,000**

SCOPE:
The scope needed for this project includes Right of Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping, Right of Way Acquisition Capital, Construction Capital and the Construction Support necessary to provide construction oversight including to procure a consultant for

construction engineering, award a contract for construction and perform the necessary tasks to complete the job.

Two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

Valley View/Alondra Right of Way Impacts - Current		
APN	**APN**	**Impact Type (Acquisition and/or TCE)**
1	**8061-017-013**	**Partial Acquisition and TCE**
2	**8069-006-004**	**Partial Acquisition and TCE**

The tasks necessary to complete the job including the following:

I. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and preparation for the Community Information Workshop at 95% design completion.
B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, and preserve the existing improvements.
C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

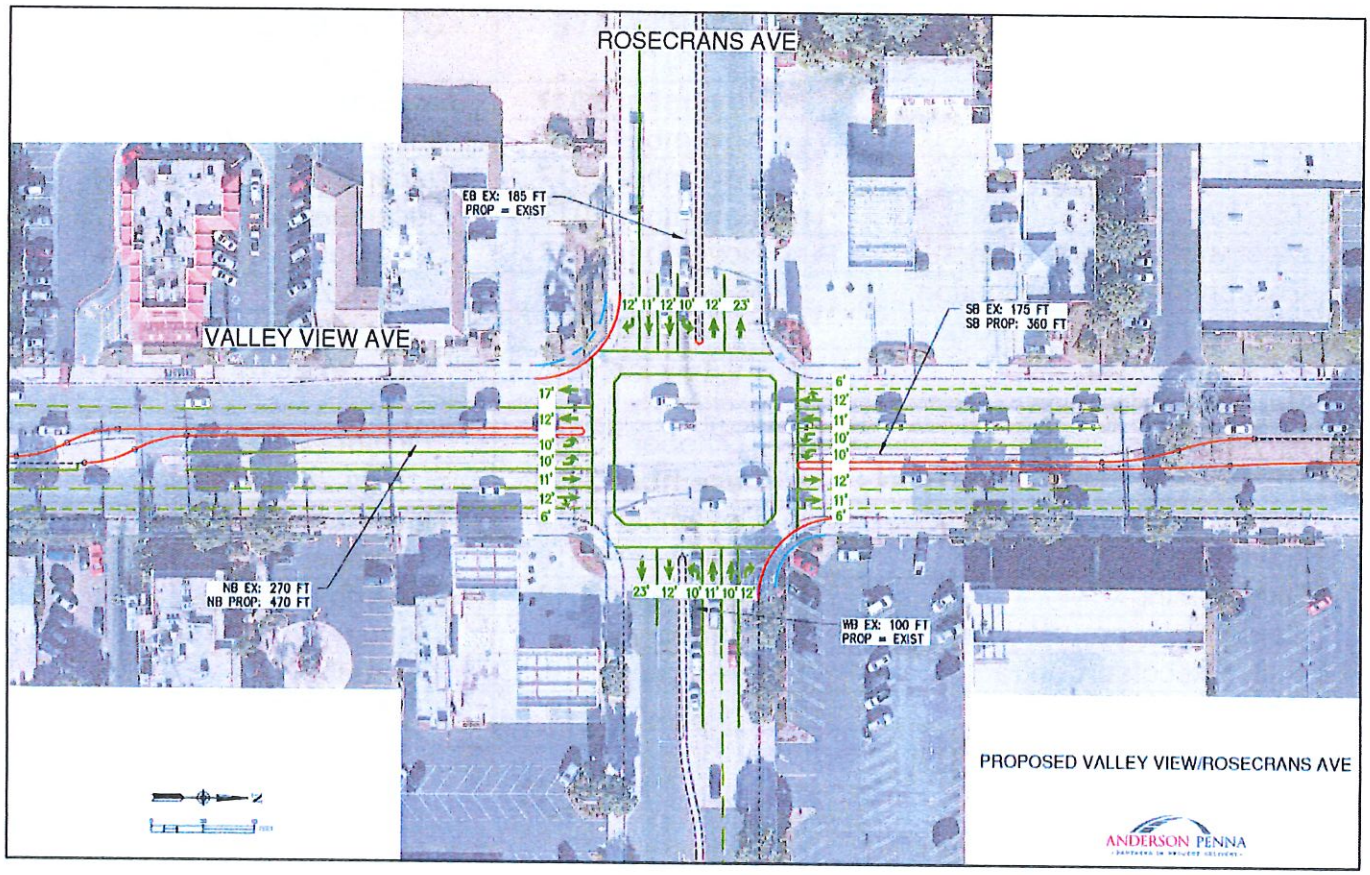
Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement including possession of property.
I. Relocate Utilities in Conflict.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
RIGHT OF WAY	**November 2017**	**November 2018**
Certification/Mapping	November 2017	November 2017
Appraisal	November 2017	December 2017
Title Report	November 2017	December 2017
Meet with Property Owners	November 2017	October 2018
Environmental Investigation	November 2017	April 2018
SFS City Council Approval	May 2018	June 2018
Closing/Acquire Property/Relocation	July 2018	October 2018
Physical Possession	October 2018	October 2018
BIDDING & CONSTRUCTION	**December 2018**	**May 2019**
Ready to List	November 2018	November 2018
Advertise	November 2018	November 2018
Bid Opening	December 2018	December 2018
Selection/Approval/Award	January 2019	January 2019
Fully Executed Contract	February 2019	February 2019
Construction	February 2019	May 2019

ATTACHMENT C -Location Map



FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may not be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

	Grantee To Complete
Invoice #	
Invoice Date	
FA#	920000000MR315.42
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER
after the close of each month. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: Valley View Ave intersection at Rosecrans Ave

FA #: 9200000000MR315.42

MONTHLY REPORT SUBMITTED FOR: **Month:** _____ **Year:** _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	Carlos Montez
	Phone Number:	(213) 418-3241
	e-mail:	MontezC@metro.net

GRANTEE Contact / Project Manager	Contact Name:	Noe Negrete
	Job Title:	Public Works Director
	Department:	Public Works
	City / Agency:	Santa Fe Springs
	Mailing Address:	1170 E. Telegraph Road, Santa Fe Springs, CA 90670
	Phone Number:	(562) 868-0511
	e-mail:	NoeNegrete@santafesprings.org

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

SECTION 3 : MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ Ahead of original FA schedule

☐ On schedule per original FA schedule

☐ Between 12-24 months behind original schedule

☐ Less than 12 months behind original schedule

☐ More than 24 months behind original schedule

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
PA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	
Environmental				
Planning				
Design				
ROW				
Construction				
Bid/Award				
Third Party				

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____ *Date* _____

Name _____ *Title* _____

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR315.42
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Valley View Ave intersection at Rosecrans Ave

FA #: 920000000MR315.42

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2014-2015 ☐ 2015-2016 ☐ 2016-2017
☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit

LACMTA Project Manager	Name:	Carlos Montez
	Phone Number:	(213) 418-3241
	E-mail:	MontezC@metro.net

Project Sponsor Contact / Project Manager	Contact Name:	Noe Negrete
	Job Title:	Public Works Director
	Department:	Public Works
	City / Agency:	City of Santa Fe Springs
	Mailing Address:	1170 E. Telegraph Road, Santa Fe Springs, CA 90670
	Phone Number:	(562) 868-0511
	E-mail:	NoeNegrete@santafesprings.org

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:
LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

_____ _____
Name *Title*

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

AMENDMENT No. 1 TO FUNDING AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of May 11, 2020, by and between City of Santa Fe Springs ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.40, dated November 1, 2017, (the "Existing FA"), which Existing FA provides for Valley View Ave intersection at Rosecrans Ave Improvements (the “Project”); and

B. Whereas, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and,

C. Whereas, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for FY 2015-16 to June 30, 2021; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8. Attachment D is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines."

2. Part II, Paragraph 6 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit

within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA,

and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6."

3. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:

a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and

b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and

(iii) submitting the Quarterly Progress/Expenditure Report; and
(iv) funds programmed for FY 2015-16 are subject to lapse by June 30, 2021. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023.

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

9.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

9.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

4. Part II, Paragraph 12 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"12. **COMMUNICATIONS:**

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

5. Attachment C – Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones table and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	July 2019
SFS Council Approval	May 2018	June 2018	June 2019	July 2019
Acquire Property	July 2018	October 2018	August 2019	May 2020
Physical Possession	October 2018	October 2018	June 2020	July 2020
Bidding & Construction				
Ready to List	November 2018	November 2018	August 2020	August 2020
Advertise	November 2018	November 2018	September 2020	October 2020
Bid Opening	December 2018	December 2018	November 2020	November 2020
Award of Contract	January 2019	January 2019	December 2020	December 2020
Fully Executed Contract	February 2019	February 2019	January 2021	January 2021
Construction	February 2019	May 2019	February 2021	May 2021
Total Project Duration (Months)	18 months		38 months	

6. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 8/18/2020
for Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 6/30/2020
Deputy

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____ Date: 8/13/20
Raymond R. Cruz
City Manager

APPROVED AS TO FORM:

By: _____ Date: 8/14/20
Ivy M. Tsai
City Attorney

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.40
Project Title: Valley View Ave intersection at Rosecrans Ave Improvements Project#: MR315.40

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support	$2,164	$7,213	$3,606					$20,000	$32,983
Const. Support									$0
RW Capital									$0
Construction									$0
Total MEASURE R	$2,164	$7,213	$3,606	$0	$0	$0	$0	$20,000	$32,983
SUM PROG LACMTA FUNDS:	$2,164	$7,213	$3,606	$0	$0	$0	$0	$20,000	$32,983
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY18-19 and FY19-20	$2,164	$7,213	$3,606	$0	$0	$0	$0	$20,000	$32,983

SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support	$35,000	$7,017							$42,017
Const. Support			$50,000	$40,000					$90,000
RW		$20,000							$20,000
Construction			$400,000	$239,000					$639,000
Total MEASURE R	$35,000	$27,017	$450,000	$279,000	$0	$0	$0	$0	$791,017
SUM PROG LACMTA FUNDS:	$35,000	$27,017	$450,000	$279,000	$0	$0	$0	$0	$791,017
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY20-21 and FY21-22	$35,000	$27,017	$450,000	$279,000	$0	$0	$0	$0	$791,017

SUMMARY OF ALL FUNDS									
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$37,164	$14,230	$3,606	$0	$0	$0	$0	$20,000	$75,000
Const. Support	$0	$0	$50,000	$40,000	$0	$0	$0	$0	$90,000
RW	$0	$20,000	$0	$0	$0	$0	$0	$0	$20,000
Construction	$0	$0	$400,000	$239,000	$0	$0	$0	$0	$639,000
TOTAL MILESTONES	$37,164	$34,230	$453,606	$279,000	$0	$0	$0	$20,000	$824,000
SUM PROG LACMTA FUNDS	$37,164	$34,230	$453,606	$279,000	$0	$0	$0	$20,000	$824,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$37,164	$34,230	$453,606	$279,000	$0	$0	$0	$20,000	$824,000

AMENDMENT No. 3 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of September 15, 2022 by and between the City of Santa Fe Springs ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR315.40, dated November 1, 2017, which was amended on May 11, 2020 and November 19, 2021, (as amended, the "Existing FA"), which Existing FA provides for the Valley View Ave Intersection at Rosecrans Ave Improvements (the "Project"); and

B. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by $430,000 from $824,000 to $1,254,000. This amount is within the Board authorized budget increase for the Project, the total new Project budget is $1,254,000 which was approved by the LACMTA Board on June 23, 2022; and

C. WHEREAS, the Funds are currently programmed for the Project as follows $524,000 in Measure R Funds in FY 2015-16, $300,000 in Measure R Funds in FY 2017-18 and $430,000 in Measure R Funds in FY 2022-23. The total designated amount for the Project is $1,254,000; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $1,254,000 (the "Funds") for the Project. LACMTA Board of Directors actions on December 3, 2015, October 26, 2017, and June 23, 2022 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years: $524,000 in FY 2015-16; $300,000 in FY 2017-18; and $430,000 in FY 2022-23."

2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2023. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025."

3. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-3, attached.

4. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.

5. Attachment C-2 of the Existing FA is hereby replaced by Attachment C-3, attached.

6. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

DocuSign Envelope ID: 20523238-EA42-4EED-AA1B-1A39591A2CE9

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____ Date: 11/8/2022

Deputy

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____ Date: 11/16/22

Raymond R. Cruz
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Ivy M. Tsai
By: _____ Date: 11/17/2022
31D7E3573701145E

Ivy M. Tsai
City Attorney

ATTACHMENT A-3 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA.9200000000MR315.40 A-3

Project Title: Valley View Ave Intersection at Rosecrans Ave Improvements Project#: MR315.40

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	$ 824,000					$ 430,000	$ 1,254,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ 824,000					$ 430,000	$ 1,254,000	**100%**
OTHER SOURCES OF FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**0%**
TOTAL PROJECT FUNDS	$ 824,000	$ -	$ -	$ -	$ -	$ 430,000	$ 1,254,000	**100%**

ATTACHMENT B1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.40
Project Title: Valley View Intersection at Rosecrans Ave Improvements Project#: MR315.40 A-3
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:										
MEASURE R FUNDS:										
PAED										$0
PS&E										$0
RW Support	$12,983									$12,983
Const. Support						$40,000	$90,000	$20,000		$150,000
RW					$50,636					$50,636
Construction						$500,000	$540,381			$1,040,381
Total MEASURE R	$12,983	$0	$0	$0	$50,636	$540,000	$630,381	$20,000	$0	$1,254,000
PROP C 25%										
PAED										$0
PS&E										$0
RW Support										$0
Const. Support										$0
RW										$0
Construction										$0
Total PROP C 25%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$12,983	$0	$0	$0	$50,636	$540,000	$630,381	$20,000	$0	$1,254,000
PROJECT FUNDING FY21-22 and FY22-23	$12,983	$0	$0	$0	$50,636	$540,000	$630,381	$20,000	$0	$1,254,000
SUMMARY OF ALL FUNDS										
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$12,983	$0	$0	$0	$0	$0	$0	$0	$0	$12,983
Const. Support	$0	$0	$0	$0	$0	$40,000	$90,000	$20,000	$0	$150,000
RW	$0	$0	$0	$0	$50,636	$0	$0	$0	$0	$50,636
Construction	$0	$0	$0	$0	$0	$500,000	$540,381	$0	$0	$1,040,381
TOTAL MILESTONES	$12,983	$0	$0	$0	$50,636	$540,000	$630,381	$20,000	$0	$1,254,000
SUM PROG LACMTA FUNDS	$12,983	$0	$0	$0	$50,636	$540,000	$630,381	$20,000	$0	$1,254,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$12,983	$0	$0	$0	$50,636	$540,000	$630,381	$20,000	$0	$1,254,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE:
Valley View Avenue and Rosecrans Avenue Intersection Improvements

PROJECT LOCATION:
The project is located at Valley View Avenue and Rosecrans Avenue in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), approximately 1 mile north of the I-5 Freeway.

PROJECT LIMITS:
This project limits are include the intersection of Rosecrans Avenue and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to restripe the intersection to provide a striped bicycle lane along Valley View Avenue, as well as increased left turn pocket storage on the northbound side, and a second left turn lane and a striped through lane on the southbound side. Along Rosecrans Ave., it's proposed to increase curb radius returns in both directions and to add a striped right through lane for both eastbound and westbound traffic. The improvements also include the construction of a raised median along Valley View Avenue on both sides of the intersection. Right-of-way is required on the southwest and northeast corners of the intersection.

PROJECT BACKGROUND: The projects was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection "Hot Spot." Improvements are needed in the intersection to improve Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	N/A Completed by Metro
PS and E	N/A Completed by Metro
R/W Support	$12,983
R/W Capital	$50,636
Construction Support	$150,000
Construction Capital	$1,040,381
Total Budget	**$ 1,254,000**

SCOPE:
The Project features include, but are not limited to, the following: Right-of-Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations, legal services, and record keeping, Right-of-Way Capital, Construction Capital and Construction Support necessary to provide construction oversight, including to procure a consultant for the construction engineering, project management, inspection, award of contract to contractor for construction and performance of the necessary tasks to complete the job.

Two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

	Valley View / Alondra Right of Way Impacts	

No.	APN	Impact Type (Acquisition / TCE)
1	8061-017-013	Partial Acquisition and TCE
2	8069-006-004	Partial Acquisition and TCE

The tasks necessary to complete the job include the following:

DESIGN:

I. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Consultant to prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
B. Consultant to prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
C. Metro to provide final plans to the City.

II. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 95% design completion.
B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Identify right-of-way acquisitions, and/or temporary construction easements to provide for the optimal roadway alignment, which shall incorporate roadway widening, and preserve the existing improvements.
C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement.
I. Legal services, if necessary.
J. Relocate utilities in conflict.

CONSTRUCTION:

Grantee expects to provide construction oversight, and procure a consultant for construction management and inspection. Grantee will award a contract for construction and to perform the following tasks:

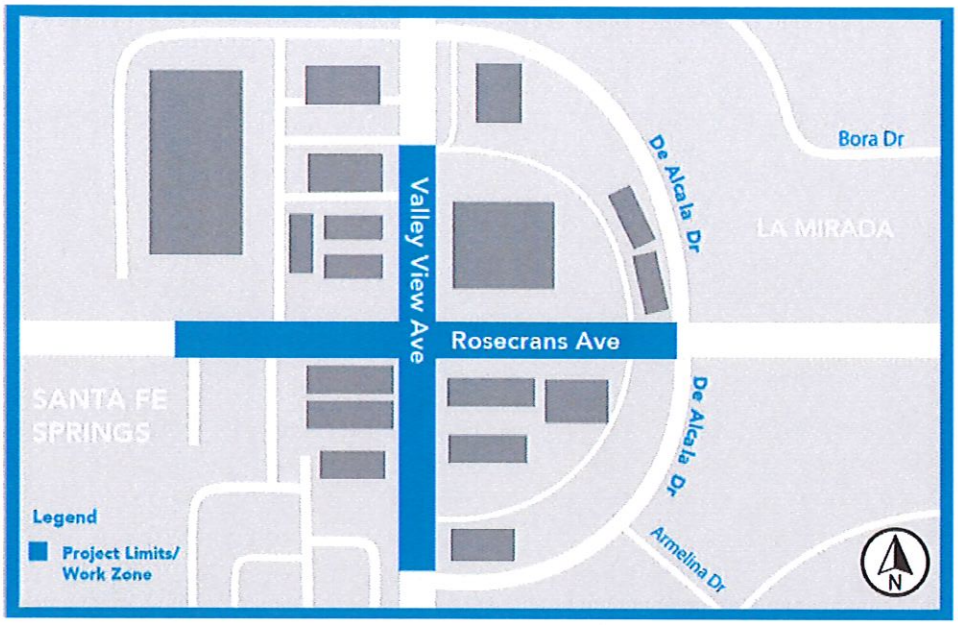
A. Contract with a separate engineering firm to provide Construction Management and Inspection for the Project. This will be accomplished using Grantee On-Call Engineering Firms.
B. Contract with a Contractor for construction.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

Task	*Original Start Date*	*Original Completion Date*	*Revised Start Date*	*Revised Completion Date*
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	July 2019
SFS Council Approval	May 2018	June 2018	June 2019	July 2019
Acquire Property	July 2018	October 2018	August 2019	May 2020
Physical Possession	October 2018	October 2018	June 2020	July 2020
Bidding & Construction				
Ready to List	November 2018	November 2018	August 2020	August 2020
Advertise	November 2018	November 2018	September 2020	October 2020
Bid Opening	December 2018	December 2018	November 2020	November 2020
Award of Contract	January 2019	January 2019	December 2020	January 2022
Fully Executed Contract	February 2019	February 2019	January 2021	February 2022
Construction	February 2019	May 2019	February 2021	August 2022

ATTACHMENT C – Location Map(s)



ITEM # 27

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **TOWN CENTER HALL PAINTING AND FLOORING PROJECT**

DATE: October 15, 2024

RECOMMENDATIONS

It is recommended that the City Council:

1) Approve adding the Town Center Hall Painting and Flooring project to the Capital Improvement Program; and

2) Appropriate $175,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Town Center Hall Painting and Flooring Project; and

3) Authorize the City Engineer to advertise for construction bids; and

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

FISCAL IMPACT

The total estimated cost for this project is $175,000. The estimated breakdown of costs is as follows:

Item	Estimated Amount
Construction	$ 110,000
Engineering	$ 15,000
Inspection	$ 15,000
Contingency	$ 35,000
Total Project Cost:	$ 175,000

BACKGROUND

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

ANALYSIS

The Plans and Specifications for this project are now complete. The project involves furnishing all materials, equipment, tools, labor, and incidentals as required for the scope of work. The general items include: Removal of carpet and replacement with vinyl flooring in select areas; and Interior painting of rooms, hallways, and offices. This project will enhance the visual appeal and functionality of the Town Center Hall. Vinyl flooring has been chosen due to its durability and ease of maintenance, making it a suitable long-term solution. The painting will refresh the interior spaces, making them more welcoming for the various activities held in the facility.

The cost estimate of $175,000 is based on similar projects recently completed in the region. Upon City Council approval, the Public Works Department will proceed with advertising the project for construction bids.

ENVIRONMENTAL

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

DISCUSSION

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

A copy of the Plans and Specifications for the project will be on file with the City Clerk and available for review upon request. These specifications meet the required standards and have been prepared in collaboration with the Public Works Department to ensure the project’s successful completion.

SUMMARY/NEXT STEPS

Upon approval by the City Council, the Public Works Department will move forward with advertising for bids and selecting a qualified contractor. The project timeline will be established following the bid process, and construction will commence shortly thereafter.

ATTACHMENTS:

None.

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐