



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

TUESDAY, JANUARY 21, 2025
AT 6:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

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

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

NOTICES

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

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

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

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. RECOGNITION OF HOLIDAY BASKET PROGRAM DONORS
(COMMUNITY SERVICES)
2. RECOGNITION OF PHOTO CONTEST WINNERS
(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 HEARING – NONE

OLD BUSINESS

3. **APPOINTMENT OF MEMBERS TO CITIZENS' OVERSIGHT COMMITTEE**

RECOMMENDATION: It is recommended that the City Council:

- 1) Make appointments to Citizens' Oversight Committee; and
- 2) Take such additional, related action that may be desirable.

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY**4. MINUTES OF THE DECEMBER 10, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

5. 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**6. MINUTES OF THE DECEMBER 10, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

7. 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**8. MINUTES OF THE DECEMBER 10, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

9. **MINUTES OF THE DECEMBER 10, 2024 SUCCESSOR AGENCY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

10. **ADOPT RESOLUTION SA-2025-001 APPROVING THE SUCCESSOR AGENCY'S
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) AND
ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025 THROUGH JUNE
30, 2026 (FINANCE)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Adopt Resolution SA-2025-001 Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the Period July 1, 2025 through June 30, 2026.

CITY COUNCIL

11. **MINUTES OF THE DECEMBER 10, 2024 CITY COUNCIL MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

12. **FLEET MAINTENANCE HOSE REEL SYSTEM – APPROVAL TO ISSUE
PURCHASE ORDER (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a purchase order in the amount not-to-exceed \$80,000 to Autolift Services, Inc. for the installation of a new hose reel system for the City's vehicle maintenance garage; and
- 2) Authorize the Procurement Manager to issue a purchase order in the amount not-to-exceed \$2,500 per fiscal year for three (3) years to Autolift Services for ongoing and preventative maintenance of the new hose reel system; and
- 3) Take such additional, related, action that may be desirable.

13. **CITY HALL WEST WING OFFICE RENOVATION – AWARD OF CONTRACT
(PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to CTG Construction, Inc. dba C.T. Georgiou Painting Co., of Wilmington, California in the amount of \$481,424.80 for the construction of the City Hall West Wing Office Renovation and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 86 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$ 114,975.00; and
- 3) Take such additional, related action that may be desirable.

14. FIRE STATION HEADQUARTERS OFFICE RENOVATION – AWARD OF CONTRACT (PUBLIC WORKS)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Award a construction contract to RAMCO General Engineering Contractors, Inc., of Sylmar, California in the amount of \$404,313.00 for the Fire Station Headquarters Office Renovation project, and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 87 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$114,975.00; and
- 3) Take such additional, related action that may be desirable.

15. CITY-WIDE STREET LIGHT CONVERSION PROJECT – AWARD OF CONTRACT (PUBLIC WORKS)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Award a construction contract to Yunex, LLC., of Anaheim, California in the amount of \$114,945.00 for the City-Wide Street Light Conversion Project and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 88 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$ 44,800.00; and
- 3) Take such additional, related action that may be desirable.

16. AUTHORIZATION TO AWARD CITY-WIDE BRANDING SERVICES RFP 25-5 TO WE THE CREATIVE (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the award of RFP 25-5 to *We The Creative* for City-Wide Branding Services; and
 - 2) Approve the Professional Service Agreement between the City of Santa Fe Springs and *We The Creative*; and
 - 3) Take such additional, related action that may be desirable.
17. **ORDINANCE NO. 1154 – ADDING SECTION 10.24 (NAMING OF PUBLIC FACILITIES AND STREETS) TO CHAPTER 10 (GENERAL PROVISIONS) OF TITLE I (GENERAL PROVISIONS) OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 2) Introduce by title only and waive further reading of Ordinance No. 1154: An Ordinance of the City of Santa Fe Springs Municipal Code relating to the Naming of Public Facilities and Streets; and
- 3) Take such additional, related action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

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



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, City Clerk

SUBJECT: APPOINTMENTS TO THE CITIZENS' OVERSIGHT COMMITTEE

DATE: January 21, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Make appointments to Citizens' Oversight Committee; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

On January 14, 2025 the City Council approved Resolution No. 9943, establishing a Citizens' Oversight Committee for the dedicated parcel tax ordinance, which was approved by voters at the November 5, 2024 General Municipal Election. Per Resolution No. 9943, the committee shall be composed of five members, and all members of the committee shall be appointed by the City Council. Of the five members, two of the members must be residents of the city and three members must be owners (or representative owners) of businesses subject to the dedicated parcel tax.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval, the City Clerk will finalize the roster and mail appointment letters to all confirmed committee members.

ATTACHMENT(S):

- A. Citizens' Oversight Committee List of Interested Applicants
- B. Resolution No. 9943

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

Prospective Members

Citizens' Oversight Committee

Chamber of Commerce Nominations

1. Wendy Meador-Kunert (Tangram Interiors)
2. Jeff Hamilton (Goodman)
3. Stephane Wandel (The Orden Company)

Resident Applications Received

1. Paul Cho
2. Francis Carbajal
3. Alexandria Espinoza
4. Elena Lopez (Boca)
5. Elizabeth Zapata
6. Luis Collazo
7. John Dahmen
8. Sergio Valenzuela
9. Jay Sarno

RESOLUTION NO. 9943

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Councilmembers Mora, Martin, Rodriguez, Mayor Pro Tem Zamora, and Mayor Rounds

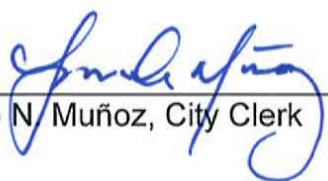
NOES: None

ABSENT: None

ABSTAIN: None



William K. Rounds, Mayor

ATTEST:


Fernando N. Muñoz, City Clerk

FOR ITEM NO. 4, PLEASE SEE ITEM NO. 11



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

BY: 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: January 21, 2025

RECOMMENDATION(S):

It is recommended that the Public Financing Authority:

- 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 12/31/2024	None
Outstanding principal at 12/31/2024	\$25,205,601

Bond Repayment

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

PUBLIC FINANCING AUTHORITY REPORT – MEETING OF JANUARY 21, 2025
Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)
Page 2 of 2

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):

N/A

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

FOR ITEM NO. 6, PLEASE SEE ITEM NO. 11



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

BY: 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: January 21, 2025

RECOMMENDATION(S):

It is recommended that the Water Utility Authority:

- 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 12/31/2024	None
Outstanding principal at 12/31/2024	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 12/31/2024	None
Outstanding principal at 12/31/2024	\$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

WATER UTILITY AUTHORITY REPORT – MEETING OF JANUARY 21, 2025
Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)
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(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.

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

FOR ITEM NO. 8, PLEASE SEE ITEM NO. 11

FOR ITEM NO. 9, PLEASE SEE ITEM NO. 11



CITY OF SANTA FE SPRINGS

SUCCESSOR AGENCY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

BY: Lana Dich, Director of Finance & Administrative Services

SUBJECT: **ADOPT RESOLUTION SA-2025-001 APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026**

DATE: January 21, 2025

RECOMMENDATION(S):

It is recommended that the Successor Agency:

- 1) Adopt Resolution SA-2025-001 Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the Period July 1, 2025 through June 30, 2026.

FISCAL IMPACT

As detailed in the ROPS, the funding for listed obligations in the amount of \$14,647,806 will be from the RPTTF and reserves.

BACKGROUND

State legislation, ABX1 26 and AB 1484, created Successor Agencies, which are tasked with the responsibility of winding down former Redevelopment Agencies. As a requirement of the wind down process, the Successor Agencies were originally required to provide a Recognized Obligation Payment Schedule ("ROPS") every six months identifying overall outstanding debt for all enforceable obligations with the Agency, as well as the estimated amount needed for each of those obligations during the six-month period covered by that ROPS. Effective July 1, 2016, the ROPS period changed from semi-annual to annual. In addition, Successor Agencies are required to prepare an Administrative Budget detailing the anticipated administrative costs associated with carrying out the responsibilities of the Successor Agency.

SUCCESSOR AGENCY AGENDA REPORT – MEETING OF JANUARY 21, 2025
**Adopt Resolution SA-2025-001 Approving the Successor Agency’s Recognized
Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the
Period July 1, 2025 through June 30, 2026**
Page 2 of 3

The ROPS and Administrative Budget are required to be considered and approved by the Oversight Board (“OB”). Once approved, the ROPS and the OB Resolution are submitted to the California Department of Finance (“DOF”) for subsequent review and final approval. The approved ROPS is then used by Los Angeles County to distribute property tax funds from the Redevelopment Property Tax Trust Fund (“RPTTF”) to the Successor Agency in order to pay the approved obligations. The RPTTF deposits consist of the tax increment formerly allocated to the Community Development Commission. Any RPTTF deposits in excess of the approved obligations are distributed to various taxing agencies, including the City.

Attached for approval is the annual ROPS covering the period of July 1, 2025 through June 30, 2026. The ROPS has been prepared using the format mandated by DOF. In addition to listing the enforceable obligations, the ROPS includes a summary, as well as a table detailing the available balances retained by the Successor Agency.

The obligations reported on this ROPS are consistent with prior periods and include bond debt service payments, professional services, property management, and administrative costs.

Obligations to be funded with distributions from the RPTTF and reserves during fiscal year (“FY”) 2025-26 are summarized as follows:

Bonded Debt Payments (25-26A)	\$ 9,335,000
Bonded Debt Payments (25-26B)	5,020,000
Administrative Cost Allowance	250,806
Property Management Costs	27,000
Professional Fees	15,000
Total	\$ 14,647,806

The September 2025 bond payment \$9,335,000, which the Successor Agency received in January 2025 because it was previously approved on the ROPS for FY 2024-25. However, the amount is required to be included on the ROPS to reflect the distribution which will be made from fiscal agent accounts in September 2025 (ROPS 25-26A period). This amount will not be included in the RPTTF distribution to be received in June 2025.

The proposed Administrative Budget (attached) consists of the Successor Agency’s personnel and non-personnel operating costs anticipated for Fiscal Year 2025-26. The Successor Agency personnel along with the approximate percentage of staff time spent on Successor Agency activities includes: City Manager (8%), Assistant City Manager (8%), Director of Finance & Administrative Services (8%), Assistant Director of Finance (8%), Director of Community Development (15%), Principal Planner (10%), Budget Manager/Revenue Manager (10%), Principal Accountant (10%) and City/Successor Agency Clerk (8%). Non-personnel costs include Successor Agency legal counsel (Jones

SUCCESSOR AGENCY AGENDA REPORT – MEETING OF JANUARY 21, 2025
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& Mayer), auditing services (Clifton Larson Allen), miscellaneous professional services, and travel and meeting costs. In addition to these costs, there is a City Support Services cost, which consists of a cost allocation using the City’s standard overhead rate.

Under HSC Section 34171(b), the annual administrative cost allowance is the greater than 3% of property taxes allocated to the Successor Agency in the prior year or \$250,000. The amount claimed on the ROPS 25-26 is based on the property tax allocation method and amounts to \$250,806.

The OB is scheduled to approve the ROPS 25-26 at their meeting on January 21, 2025. The approved ROPS 25-26 must be submitted to DOF by February 1, 2025.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Staff will present the ROPS 25-26 at the OB meeting scheduled on January 21, 2025. Staff will also submit the ROPS 25-26 to the DOF by February 1, 2024.

ATTACHMENT(S):

- A. Resolution SA-2025-001
- B. Exhibit A – ROPS for July 1, 2025 through June 30, 2026 (ROPS 25-26)
- C. Administrative Budget for July 1, 2025 through June 30, 2026

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

RESOLUTION NO. SA-2025-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR JULY 1, 2025 THROUGH JUNE 30, 2026 (ROPS 25-26)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(9) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedule (ROPS), attached hereto as Exhibit "A", as described in Sections 34171 and 34177 of the aforesaid Code, for the period July 1, 2025 through June 30, 2026.

SECTION 2. The City Council hereby approves the Successor Agency's Administrative Budget, attached hereto as Exhibit "B", as described in Section 34171 of the California Health and Safety Code, for the fiscal period of July 1, 2025 to June 30, 2026.

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

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 21th day of January, 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bill Rounds, Mayor

ATTEST:

Fernando N. Munoz, CMC, City Clerk

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Santa Fe Springs

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 9,335,000	\$ -	\$ 9,335,000
B Bond Proceeds	-	-	-
C Reserve Balance	9,335,000	-	9,335,000
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 138,903	\$ 5,173,903	\$ 5,312,806
F RPTTF	138,903	5,173,903	5,312,806
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 9,473,903	\$ 5,173,903	\$ 14,647,806

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Santa Fe Springs Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail July 1, 2025 through June 30, 2026																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$17,372,806		\$14,647,806	\$-	\$9,335,000	\$-	\$138,903	\$-	\$9,473,903	\$-	\$-	\$-	\$5,173,903	\$-	\$5,173,903
5	2006 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	12/07/2006	09/01/2028	US Bank	Redevelopment Activities	Consolidated	17,080,000	N	\$14,355,000	-	9,335,000	-	-	-	\$9,335,000	-	-	-	5,020,000	-	\$5,020,000
16	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Arnold D Horodas	Called registered principal - CUSIP 802188EG3	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
17	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Arnold D Horodas	Called registered principal - CUSIP 802188EH1	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
18	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Moya E Monroe	Called registered principal - CUSIP 802188EE8	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
20	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2001	06/30/2018	Arnold D Horodas	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
21	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	03/01/2002	06/30/2018	Arnold D Horodas	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
22	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2001	06/30/2018	Arnold D Horodas	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
23	1992 Redevelopment Refunded Bonds - Unclaimed	Miscellaneous	09/01/2001	06/30/2018	Moya E Monroe	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Funds																					
24	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	03/01/2002	06/30/2018	Moya E Monroe	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
25	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Moya E Monroe	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
26	Proportional Share of Unfunded Liabilities	Unfunded Liabilities	02/10/2011	06/30/2042	City of SFS	Obligation to Share in Payment of Unfunded Liabilities	Combined	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
45	Weed Abatement	Property Maintenance	07/01/2018	06/30/2022	Mayfield Enterprises	Weed Abatement Service	Consolidated	20,000	N	\$20,000	-	-	-	10,000	-	\$10,000	-	-	-	10,000	-	\$10,000
58	Administrative Expenses	Admin Costs	07/01/2018	06/30/2019	City of SFS	Successor Agency Administration	Consolidated	250,806	N	\$250,806	-	-	-	125,403	-	\$125,403	-	-	-	125,403	-	\$125,403
59	Fiscal Agent Fees	Professional Services	07/01/2018	06/30/2019	US Bank	Fiscal Agent Fees	Consolidated	5,000	N	\$5,000	-	-	-	-	-	\$-	-	-	-	5,000	-	\$5,000
66	Property Disposition Agreement	Property Dispositions	07/08/2008	06/30/2017	McGranahan Carlson & Company	Agreement for disposition of sales proceeds	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
67	2016 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	07/28/2016	09/01/2024	US Bank	Refund prior bonds for savings	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
68	Continuing Disclosure	Professional Services	10/05/2016	06/30/2029	Urban Futures Inc.	Continuing Disclosure Services - Bonds	Consolidated	10,000	N	\$10,000	-	-	-	-	-	\$-	-	-	-	10,000	-	\$10,000
71	Water	Property Maintenance	07/01/2018	06/30/2019	City of Santa Fe Springs	Water costs for vacant land	Consolidated	7,000	N	\$7,000	-	-	-	3,500	-	\$3,500	-	-	-	3,500	-	\$3,500
75	Arbitrage Rebate Calculations	Professional Services	07/01/2016	06/30/2029	BLX Group	Arbitrage Rebate Calcuations	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Santa Fe Springs
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount.			6,557,500			
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller		3,506,927			319,122	
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)		3,506,927	6,557,500		317,187	
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					-	
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$1,935	Over budget with weed abatement by \$6,905, under budget on Fsical agent \$2975 and continuing disclosure \$ 3350 and water \$2514. Result in net over of

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
							\$1935

Santa Fe Springs
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
5	
16	
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EXHIBIT B

Resolution No. OB 2025-001

January 21, 2025

Successor Agency to the Santa Fe Springs Community Development Commission**Administrative Budget****Fiscal Period July 1, 2025 – June 30, 2026**

Expense Category	Annual FY 2025-26	Description
Personnel Expenses:		
City Manager (8%)	28,609	City Manager's Office - Provide direction to staff as needed; review and oversee SA administration. Provide SA property management guidance
Assistant City Manager (8%)	26,694	
City Clerk (8%)	15,103	
Community Development Director (15%)	41,765	The Community Development Department is actively maintaining the six outstanding properties and working to dispose them.
Principal Planner (10%)	14,957	
Finance Director 8%)	20,781	Finance Department - Process payment of enforceable obligation; maintain documentation and records; handle audit; coordinate with consultants as needed for reporting preparation with consultants as needed for reporting preparation and as requested by the OB, County Auditor Controller, and DOF; administration and implementation of SA wind-down activities.
Assistant Director of Finance (8%)	15,287	
Finance & Budget Manager (10%)	18,210	
Principal Accountant (10%)	15,323	
	<u>196,731</u>	
Support Staff	<u>19,673</u>	Other administration indirect personnel support costs include HR, IT, and finance support staff costs, office overhead, supplies and other expenses
Service Expenses		
Professional Services	8,000	Prepare ROPS, coordinate and answer question for OB, County Auditor-Controller and DOF and other services as needed
Independent Audit Services	8,000	Audits and other financial services as needed, including preparation of ACFR
OB Legal Services	10,000	Provide general legal services as needed, review staff reports and resolutions, other legal services as needed.
Travel/meetings/training	3,402	Staff travel, meetings, and trainings
OB Insurance coverage	5,000	property insurance coverage
	<u>34,402</u>	
	250,806	

EXHIBIT B

Resolution SA-2025-001

January 21, 2025

CITY OF SANTA FE SPRINGS**Successor Agency to the Santa Fe Springs Community Development Commission****Annual Administrative Budget****Fiscal Period July 1, 2025 - June 30, 2025**

Expense Category	Annual FY 2025-26	Description
Personnel Expenses:		
City Manager (8%)	28,609	City Manager's Office - Provide direction to staff as needed; review and oversee SA administration. Provide SA property management guidance
Assistant City Manager (8%)	26,694	
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Community Development Director (15%)	41,765	The Community Development Department is actively maintaining the six outstanding properties and working to dispose them.
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Service Expenses		
Professional Services	8,000	Prepare ROPS, coordinate and answer question for OB, County Auditor-Controller and DOF and other services as needed
Independent Audit Services	8,000	Audits and other financial services as needed, including preparation of ACFR
OB Legal Services	10,000	Provide general legal services as needed, review staff reports and resolutions, other legal services as needed.
Travel/meetings/training	3,402	Staff travel, meetings, and trainings
OB Insurance coverage	5,000	property insurance coverage
	<u>34,402</u>	
	250,806	



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, City Clerk

SUBJECT: MINUTES OF THE DECEMBER 10, 2024 CITY COUNCIL MEETINGS

DATE: January 21, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Council Meeting of December 10, 2024

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. December 10, 2024 Meeting Minutes

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



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

December 10, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 6:05 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

Jasmine Perez led the pledge of allegiance.

INTRODUCTIONS

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

1. Kathie Fink – Santa Fe Springs Chamber of Commerce CEO

PRESENTATIONS

1. **RECOGNITION OF OUTGOING MAYOR FROM LEGISLATIVE, BUSINESS, AND EDUCATIONAL REPRESENTATIVES**
2. **MAYOR YEAR-END RECAP**

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

REGULAR BUSINESS

3. **ADOPTION OF RESOLUTION NO. 9940 DECLARING THE RESULTS OF THE CITY'S GENERAL MUNICIPAL ELECTION AND CONFIRM FINAL ADOPTION OF THE CITY'S ROADS DEDICATED PARCEL TAX ORDINANCE ADMINISTERED BY LOS ANGELES COUNTY AND CODIFIED UNDER NEW SUBCHAPTER SECTION 35.140 OF CHAPTER 35 (TAXATION) OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9940, declaring the results of the November 5, 2024 General Municipal Election (Attachment “A”); and
- 2) Confirm and ratify adoption of Ordinance No. 1153, entitled “An Ordinance of the People of the City of Santa Fe Springs Amending Provisions of the Municipal Code to Enact a Special Parcel Tax for Roads” (Attachment “B”).

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Rodriguez, to adopt Resolution No. 9940, declaring the results of the November 5, 2024 General Municipal Election (Attachment “A”), and confirm and ratify adoption of Ordinance No. 1153, entitled “An Ordinance of the People of the City of Santa Fe Springs Amending Provisions of the Municipal Code to Enact a Special Parcel Tax for Roads” (Attachment “B”), by the following vote:

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

ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATES

Deputy City Clerk, Fernando Muñoz, administered the oath of office to the newly elected councilmembers, John M. Mora and Joe Angel Zamora. All newly elected councilmembers were issued a certificate of election, followed by comments made by City Council.

INSTALLATION OF MAYOR AND MAYOR PRO TEM

Deputy City Clerk, Fernando Muñoz, announced that per Ordinance No. 1149, Mayor Pro Tem William K. Rounds was the next councilmember positioned to be Mayor. Mayor Pro Tem Rounds accepted the position of Mayor.

The Deputy City Clerk announced that per Ordinance No. 1149, Councilmember Joe Angel Zamora was the next councilmember positioned to be Mayor Pro Tem. Councilmember Zamora accepted the position of Mayor Pro Tem.

CHANGES TO AGENDA

None

PUBLIC COMMENTS

The following people spoke during public comments: AJ Hayes

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

4. MINUTES OF THE NOVEMBER 12, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

5. 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

6. MINUTES OF THE NOVEMBER 12, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

7. 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

8. MINUTES OF THE NOVEMBER 12, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

9. MINUTES OF THE NOVEMBER 12, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

**10. MINUTES OF THE NOVEMBER 12, 2024 CITY COUNCIL MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

11. ADOPTION OF RESOLUTION NO. 9939 THAT DECLARES THE INTENT OF THE CITY COUNCIL TO REIMBURSE COMMERCIAL ROAD IMPROVEMENTS MADE PRIOR TO THE ISSUANCE OF TAX-EXEMPT BONDS FOR MEASURE SFS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9939 that declares the intent of the City Council to reimburse commercial road improvements made prior to the issuance of tax-exempt bonds for Measure SFS; and
- 2) Take such additional, related, action that may be desirable.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve the consent calendar, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds

Nays: None

Absent: None

Recused: None

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Mayor Pro Tem Zamora wished everyone in attendance a Merry Christmas, and thanked everyone that supported Measure SFS.

Councilmember Mora stated that he is willing to work with staff and council to get things done. He recognized outgoing Councilmember Sarno for his accomplishments, and thanked his campaign staff.

Councilmember Rodriguez congratulated Councilmember Mora on returning to council and wished everyone in attendance a Merry Christmas.

Councilmember Martin congratulated Councilmember Mora and Mayor Pro Tem Zamora on their election victory. She also extended thanks to former Councilmember Sarno and Cindy Jarvis for her support.

Mayor Rounds congratulated the new councilmembers and stated that he would love to see more public attendance at city council meetings. He invited everyone to the budget workshops.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:25 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: FLEET MAINTENANCE HOSE REEL SYSTEM – APPROVAL TO ISSUE PURCHASE ORDER

DATE: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a purchase order in the amount not-to-exceed \$80,000 to Autolift Services, Inc. for the installation of a new hose reel system for the City's vehicle maintenance garage; and
- 2) Authorize the Procurement Manager to issue a purchase order in the amount not-to-exceed \$2,500 per fiscal year for three (3) years to Autolift Services for ongoing and preventative maintenance of the new hose reel system; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

No additional appropriation is recommended at this time. The adopted Fiscal Year 2024-2025 Budget included \$80,000 in the Maintenance Services Budget under Contractual Services (10431001-542050) for the recommended purchase order. Additionally, for the next three fiscal years the Public Works budget will include \$2,500 annually for ongoing preventive maintenance of the hose reel system.

BACKGROUND

The Fleet Maintenance Division uses the hose reel system to deliver compressed air, oil, and fluids for all city vehicle and equipment maintenance. The current systems are old, leaking, not functioning properly, and need upgrades and replacement. The new systems will allow the City to meet new Federal and State environmental standards while increasing the efficiency of maintenance operations.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025
Fleet Maintenance Hose Reel System - Approval to Issue Purchase Order

Page 2 of 2

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

On September 9, 2024, the City issued Request for Quote No. 25-2 for a Fleet Maintenance Hose Reel System. The quote was posted via PlanetBids and advertised locally for over 20 days. The quote requested pricing for 19 separate items. This list included Interior Garage Ceiling–Mounted Hose Reel Systems, Exterior Garage Wall-Mounted Hose Reel Systems, Oil Containment Systems, and Annual Maintenance/Repair Services.

The bid closed on October 1, 2024, and a total of two (2) responses were received from the following vendors (in alphabetical order by vendor name):

VENDOR	QUOTE
1. Autolift Services, Inc.	\$ 76,431.90
2. Pacific Lift	\$ 84,720.00

After reviewing the submitted quotes and qualifications, staff requests authorization to issue a blanket purchase order to Autolift Services, Inc., the lowest bidder.

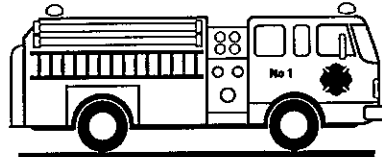
SUMMARY/NEXT STEPS

Upon the approval of the recommended actions, staff will process a purchase order in the amount not to exceed \$80,000 for the current fiscal year 2024/25 to Autolift Services, Inc. This purchase order is for the installation of a new fleet maintenance hose reel system. In addition, staff will create a blanket purchase order not exceeding \$2,500 annually for three years to cover ongoing maintenance costs and repair parts and services related to the new hose reel system.

ATTACHMENTS:

- A. Response from Autolift Services, Inc.
- B. RFQ 25-2 Bid Tabulation

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



AUTOLIFT ***Services***

10764 Los Vaqueros Circle
Los Alamitos, CA. 90720
(714) 816-9890 • (714) 816-9899 FAX
1(800) CAR – LIFT
State Contractor License No. A-826743
DIR No. 1000011699

City of Santa Fe Springs
Request for Quotes No. 25 – 2
Fleet Maintenance Hose Reel System

Chris Woodson
President
Autoliftservices@sbcglobal.net
(714)366-5362 Cell

Kyle Woodson
Sales Director
kyle@autoliftservices.com
(714)860-9405 Cell

Cody Woodson
Service Director
cody@autoliftservices.com
(714)366-6621 Cell



Qualifications & Experience

Autolift Services, Inc. is one of the true pioneers of the automotive equipment industry being one of the first companies founded upon the installation of the original in-ground hydraulic hoists and related automotive shop equipment beginning in 1939. We specialize in consulting, sales, installation, service and periodic maintenance of automotive shop equipment including but not limited to: heavy duty vehicle lifts, light duty vehicle lifts, air compressor and supply systems, lubrication pumps and supply systems, tire service equipment, break lathes, waste oil/coolant drains and systems, bulk storage tanks, vehicle wash systems, vehicle exhaust systems, overhead cranes, parts washers, dyno-meters, etc.

Now with the support of his two sons, Kyle and Cody, they have solidified themselves as one of California's premier vehicle lift equipment installation and service companies carrying on the legacy of Autolift Services, Inc. into the future. With 3 generations of professional field knowledge and experience, Chris, Kyle and Cody are able to provide every customer with a product and/or service that fits their needs, application, and facility. These are the cornerstones that have landed Autolift Services over 80 years of continued business with its sole source of marketing as customer word of mouth. Furthermore, we believe that no two customers have the same needs, and all of our work is custom tailored to fit the individual needs and desires of every design, installation, or service we provide.

At Autolift Services we pride ourselves on our long-standing commitment to service. We stand behind our work providing a minimum 1-year guarantee on anything as small as a simple service to a large installation. Many of our continued customers have utilized our services for over 30 plus years and going. Please feel free to request a list of customers to reference or commitment to quality service.

Autolift Services, Inc. is not currently involved in any pending litigation that may affect its ability to provide its proposed solution, ongoing maintenance, construction, and/or support of its products and services.

Autolift Services, Inc. is a Corporation of the State of California. State Corporation No. 2375438 Incorporated on 01/23/2002. General Engineering Contractor License No. 826743 A, D-21 w/ Hazardous Materials Endorsement. The company is a corporation, woman-owned, and certified as a small business with LA Metro and the State of California.



Key Staff Biographies Project Team

CHRIS WOODSON (Autolift Services – Los Alamitos, CA)

- Owner/President/CEO, 1982 to present.
 - Son of original owner who started the business in 1939.
 - For this project, Chris will be providing Lead Design and Service Consultation.
 - Chris grew up working under his father's tutelage as a young boy and gained hands on skills, ability and an in-depth knowledge to install, diagnose, fabricate and repair automotive service equipment.
 - Chris holds a Bachelor's Degree in Industrial Psychology and Business Management.
 - Chris also holds the "A" General Engineering License along with a specialty C61/D21 license and Hazardous Materials Endorsement.
 - Chris has completed numerous manufacturer safety training seminars and is considered an expert in the field of automotive lifts.
 - His work experience includes 50+ years of installation, maintenance and repairs of hydraulic lifts and related automotive shop equipment.
 - ALI Certified Vehicle Lift Inspector
- Previous Heavy Duty Vehicle Lift Project Experience includes:
 - City of Long Beach: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - Capistrano USD: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - Ventura County Fire: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - Chino Valley USD: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - City of Ventura: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - California Highway Patrol – locations statewide: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative

CODY WOODSON (Autolift Services, Inc – Los Alamitos, CA)

- Gov't/ Fleet Project Superintendent, 2007 to present.
 - For this project, Cody will be the main point of contact for scheduling periodic services and as needed services.
 - Cody has a Bachelor's Degree in Computer Engineering and I.T. Systems. He also has 10+ years of guidance and mentoring under Chris on Gov't/ Fleet Construction Project Management.
 - Training includes Various Vehicle Lift Manufacturer, Electrical, Plumbing, Concrete, Demolition, Electrical Diagnostics, Framing, Welding as well as Experienced Heavy Machinery Operator.
- All Onsite Construction Communication: Questions, Requests, Comments and/or Concerns will be available 24 hours/day via email cody@autoliftservices.com or cell phone (714) 366-6621
- Work Experience/ Relevant Skills includes Lead Foreman on recent completed projects for:



- City of Long Beach: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Capistrano USD: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Ventura County Fire: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Chino Valley USD: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- City of Ventura: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Orange County Transit Authority: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Long Beach Transit Authority: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Lead Site Safety Representative
 - OSHA 30 Hour Construction Site Safety Certified
 - First Aid/CPR/AED Certified
 - BCSP Certified Construction Health and Safety Technician

KYLE WOODSON (Autolift Services – Los Alamitos, CA)

- Sales and Service Director, 2005 to present
 - For this project, Kyle will be Lead Administrative and Co-Design Consultant, as well as special onsite services representative.
- All Administrative Communication: Questions, Requests, Periodic Project Updates, Change Orders, Comments and/or Concerns will be available 24 hours/day via email kyle@autoliftservices.com or cell phone (714) 860-9405
 - Kyle has a Bachelor's Degree in Business Management with an emphasis in the field of Event Management.
 - Being the eldest son of Chris, Kyle has 15+ years of experience, guidance, and mentoring under Chris on Government/ Fleet Design/Consultation and Management of Construction Projects which has now evolved into coordinating and managing all subcontractors, products, and communications during new installations.
 - Training includes Various Vehicle Lift Manufacturer, Electrical, Plumbing, Concrete, Demolition, Electrical Diagnostics, Framing, Welding as well as Experienced Heavy Machinery Operator.
 - ALI Certified Vehicle Lift Inspector
- Work Experience/ Relevant Skills includes:
 - City of Long Beach: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - Capistrano USD: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - Ventura County Fire: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
 - Chino Valley USD: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative



- City of Ventura: Lead Administrative Representative, Design Consultant and Onsite Special Services Representative
- OCTA: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- LACMTA: Lead Administrative Representative, Parts Requests, Periodic Maintenance and Daily Service Contact
- Lead Site Safety Representative
 - OSHA 30 Hour Construction Site Safety Certified
 - First Aid/CPR/AED Certified
 - BCSP Certified Construction Health and Safety Technician

ROBIN WOODSON (Autolift Services, Inc. – Los Alamitos, CA)

- CFO and Secretary, 1984 to present.
 - For this project, Robin will be controlling all Autolift's finances, providing all necessary documentation and is the AP/AC Director.
 - She has a bachelor's degree in Home Economics and Marketing and has over 30 years of financial management experience with our company.
 - She is the Lead Administrator/Contact on all necessary documentation, bid bonds, insurances, and financial responsibilities.

SHELBY WOODSON (Autolift Services, Inc. – Los Alamitos, CA)

- Contract Project Manager, 2018 to present.
 - For this project, Shelby will be controlling all Autolift's certified payroll and contract management.
 - She has a Bachelor's Degree in Marketing with a minor in business management.
 - Shelby is responsible for daily office management, AP/AR, human resources and customer satisfaction.
 - She is the Lead Administrator/Contact on all necessary documentation, bid bonds, insurances, and financial responsibilities.

RICHARD VILLAFANA (Autolift Services, Inc. – Los Alamitos, CA)

- Lead Mechanical Technician, 2012 to present.
 - For this project, Richard will be a lead onsite technician and key point of contact for day-to-day operations during all onsite repairs.
 - Currently working on obtaining Bachelor's Degree
 - Training includes Onsite Vehicle Lift Manufacturers, Lubrication Equipment, Electrical, Plumbing, Concrete, Demolition, Framing, and Experienced as a Heavy Machinery Operator.
 - Work Experience/Relevant Skills Include
 - Multiple Municipality, School District, Fleet shop and Military onsite service technician



ADAM CARDWELL (Autolift Services, Inc. – Los Alamitos, CA)

- Lead Mechanical Technician, 2010 to present.
 - For this project, Adam will be a lead onsite technician and key point of contact for day-to-day operations during all onsite repairs.
 - Bachelor's in Communication Studies
 - Training includes Onsite Vehicle Lift Manufacturers, Lubrication Equipment, Electrical, Plumbing, Concrete, Demolition, Framing, and Experienced as a Heavy Machinery Operator.
 - Work Experience/ Relevant Skills include:
 - Multiple Municipality, School District, Military and Fleet shop service technician

JACOB PERRODIN (Autolift Services, Inc. – Los Alamitos, CA)

- Lead Electrical Technician, 2014 to present.
 - For this project, Jacob will provide lead electrical diagnostics and repairs for day-to-day operations during all onsite repairs.
 - Jacob has a Bachelors in Electrical Engineering
 - With 10+ years of experience troubleshooting and servicing Air Compressors, Lifts, and Vacuum Systems. He is also a certified pump technician and has 5+ years of experience installing new lifts and air compressors.
 - Training includes Vehicle Lift Manufacturers, Electrical, Plumbing, Concrete, Demolition, Framing, experienced as a Heavy Machinery Operator, Air Compressor assembly/trouble-shooting, and pneumatic experience.
 - Work Experience/ Relevant Skills include:
 - Multiple Municipality, School District, Fleet shop, and Military onsite service technician

ERIC RAMIREZ (Autolift Services, Inc. – Los Alamitos, CA)

- Apprentice Electrical Technician and Installer, 2021 to present.
 - For this project, Eric will provide secondary electrical diagnostics and repairs for day-to-day operations during all onsite repairs.
 - With 3+ years of experience troubleshooting and servicing lifts & Air Compressors. Training includes Vehicle Lift Manufacturers, Electrical, Plumbing, Concrete, Demolition, Framing, experienced as a Heavy Machinery Operator, Air Compressor assembly/trouble-shooting, and pneumatic experience.
 - Work Experience/Relevant Skills Include
 - Multiple Municipality, School District, Fleet shop and Military onsite service technician

JORGE CARRILLO VAZQUEZ (Autolift Services, Inc. – Los Alamitos, CA)

- Lead Mechanical Technician, 2018 to present.
 - For this project, Jorge will be a lead onsite technician and concrete finisher and key point of contact for day-to-day operations during all onsite repairs.
 - Jorge has over 10+ years of construction and concrete finishing experience in residential housing, commercial building, and government facilities.



AUTOLIFT

Services

- With 5+ years of experience troubleshooting and servicing lifts & Air Compressors. Training includes Onsite Vehicle Lift Manufacturers, Lubrication Equipment, Electrical, Plumbing, Concrete, Demolition, Framing, and Experienced as a Heavy Machinery Operator.
- Work Experience/Relevant Skills Include
 - Multiple Municipality, School District, Fleet shop and onsite service technician



10764 Los Vaqueros Circle
 Los Alamitos, CA. 90720
 1 (800) 227-5438
 State Contractor License No. A-826743

9/30/2024
 City of Santa Fe Springs
 Request for Quotes No. 25 – 2
 Fleet Maintenance Hose Reel System

Cost Summary

City of Santa Fe Springs Cost Proposal			
<u>Parts</u>		<u>Labor</u>	
Oil Piping	\$ 1,673.26	12 Days	\$ 38,320.00
Air Piping	\$ 681.21		
Water Piping	\$ 746.20		
Oil Fittings	\$ 1,344.03	<u>Shipping</u>	
Air Fittings	\$ 536.33	Oil Tank	\$250.00
Water Fittings	\$ 679.67		
All Thread, unistrut, hanger brackets	\$ 586.30	<u>Annual Maintenance</u>	\$1,150
Caps	\$ 156.20		
Oil Tank	\$ 7,425.00	<u>Washing / Scrapping</u>	\$2,000.00
Oil Pumps	\$ 750.05		
Air/Water Reels	\$ 5,560.00		
Oil Reels	\$ 5,960.00		
Oil Meters	\$ 4,656.80		
Ball Valves	\$ 608.85	Total:	\$ 76,351.90
Mounting channel/plates	\$ 318.00		
<u>Rentals</u>			
Forklift	\$ 1,200.00		
Manlift	\$ 1,750.00		

Additional Maintenance and Repair Services

Autolift Services, Inc. provides extended maintenance and repair services. Inspection to include the following maintenance check - PROVIDE OSHA/ALI/ANSI REQUIRED PERIODIC PREVENTATIVE MAINTENANCE/OPERATIONAL/SAFETY INSPECTIONS.

SERVICES TO COVER

1. P/M SERVICES - ADJUSTMENTS, TORQUING, LUBRICATION OF PIVOT POINTS, BLEEDING AND CHECKING OF HYDRAULIC FLUIDS.
2. SAFETY INSPECTION - 30 POINT CHECK LIST WITH SIGNED INSPECTION STICKER ON LIFT UPON PASSING INSPECTION.
3. OPERATIONAL TESTING - EACH LIFT IS OPERATED (3) CYCLES - UNLOADED.

Annual Cost Per Service: \$1,150.00

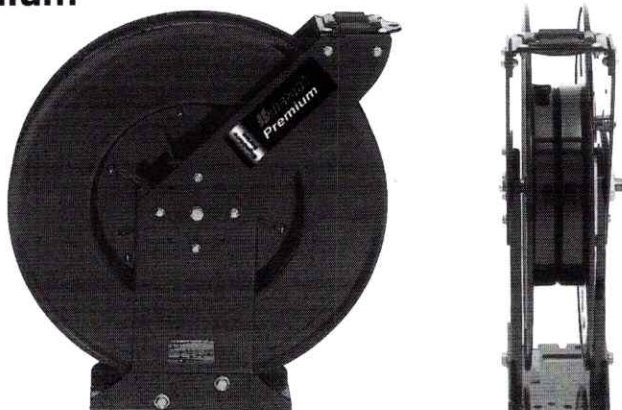
Contact:

Cody Woodson (Service Director)
cody@autoliftservices.com
Office: (714) 816-9890
Cell: (714) 366-6621

Estimated Delivery Time

Delivery Time: 4 - 6 Weeks after to Notice to Proceed

Hose Reels Premium



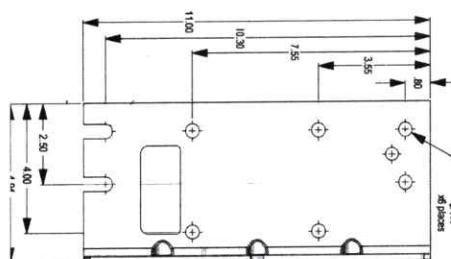
**Air & Water
Anti-freeze
Windshield wash
Oil
Grease**

Premium Hose Reel for the toughest shop environments

Today's heavy-duty hose reel market demands an innovative use of components that provide long life, improved serviceability and superior structural design. Our Premium reel incorporates advanced design features that ensures long life in the toughest environments while reducing overall weight. **All Premium series reels have a narrow design; includes hose, hose stop and a 2.5' connecting hose.**

MODELS AVAILABLE	DESCRIPTION	REPLACEMENT HOSE
Air & Water Low Pressure 300 psi (21 bar) for delivery of air, water, anti-freeze and windshield wash**		
2111-048	Bare reel - up to 50' Hose	-
2111-049	Bare reel - up to 60' Hose	-
2111-031	30' x 3/8" ID hose	8136-030
2111-032	40' x 3/8" ID hose	8136-040
2111-033	50' x 3/8" ID hose	8136-050
2111-034	60' x 3/8" ID hose (50' + 10')*	8136-060
2111-035	40' x 1/2" ID hose	8141-040
2111-036	50' x 1/2" ID hose	8141-050
2111-037	60' x 1/2" ID hose (50' + 10')*	8141-060
Oil Medium Pressure 2,750 psi (190 bar) for delivery of lubricants		
2111-027	Bare reel - up to 50' Hose	-
2111-028	Bare reel - up to 60' Hose	-
2111-038	30' x 1/2" ID hose	8241-030
2111-039	40' x 1/2" ID hose	8241-040
2111-040	50' x 1/2" ID hose	8241-050
2111-041	60' x 1/2" ID hose (50' + 10')*	8241-060
Grease High-pressure 5,000 psi (345 bar) for delivery of grease.		
2111-029	Bare reel - up to 50' Hose	-
2111-030	Bare reel - up to 60' Hose	-
2111-045	40' x 3/8" ID hose	8332-040
2111-046	50' x 3/8" ID hose	8332-050
2111-047	60' x 3/8" ID hose (50' + 10')*	8332-060
2111-042	40' x 1/4" ID hose	8323-040
2111-043	50' x 1/4" ID hose	8323-050
2111-044	60' x 1/4" ID hose (50' + 10')*	8323-060

* 50' on spool with 10' hanging



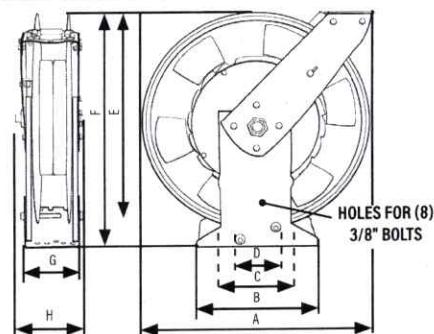
TECHNICAL DATA

Low & Medium Pressure Reels

Fluid inlet port	1/2" NPT(F) swivel
Fluid outlet port	1/2" NPT(F) swivel
Hose outlet thread	1/2" NPT(M) for 3/8" ID Hoses
	1/2" NPT(M) for 1/2" ID Hoses
Wetted Materials	Low pressure - Brass, Acetal & Buna-N
	Med. pressure - Steel (plated) & Buna-N

High Pressure Reels

Fluid inlet port	3/8" NPT(F) swivel
Fluid outlet port	3/8" NPT(F) swivel
Hose outlet thread	1/4" NPT(M) for 1/4" ID Hoses
	1/4" NPT(M) for 3/8" ID Hoses
Wetted Materials	Nickel plated steel, hardened steel and Polyethylene
Wetted Materials	Hardened steel and Polyurethane
Service Bulletin	SB 2027



DIMENSIONS INCHES

A	B	C	D	E	F	G	H
20.5"	11"	9 1/2"	4"	20.25"	21.5"	5.5"	6.75"

Balcrank
 Fluid Dispensing Systems

Control Handles

EP Meter (Electronic Preset Meter)

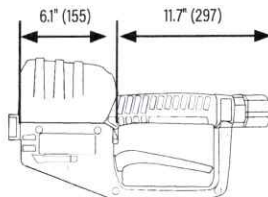


TECHNICAL DATA

Units of measure	Quarts, pints, gallons, liters
Accuracy	+/- 0.5 %
Flow Range	0.25-7.5 gal/m (1-30 l/m)
Maximum pressure	1,425 psi (100 bar)
Swivel Inlet	1/2" NPT(F)
Battery	4 x alkaline "AA"
Weight	3.7 lb (1.7 kg)
Compatible Fluids	Oil, transmission fluid, hydraulic fluid, anti-freeze and gear oil
Wetted Materials	Aluminum, AISI316 Stainless Steel, Buna-N™, Delrin, Brass, and Zinc Plated Steel
Service Bulletin	SB 3115

*Patent pending

Dimensions inches (mm)



Features

Preset dispensing allows hands-free operation as the meter automatically shuts off once the desired preset amount is reached.

- Programmable for quarts, pints, gallons, liters
- Save up to 10 preset values in built-in memory
- Operates in manual or automatic preset mode
- Transaction memory: Stores volume delivered of the last 5 transactions
- Low battery indicator

Fluids

- Synthetic and mineral based lubricants
- Gear oil
- Hydraulic fluids
- ATF

Markets Served

- Auto and truck dealerships
- Truck fast lube and maintenance shops
- Fleets
- Mining and construction
- Railroad and mass transit

MODELS AVAILABLE	EXTENSION TYPE & NOZZLE	EXTENSION CODE
3331-031	Rigid 1/4 turn - OIL	3332-091
3331-032	Flex Memory - OIL	3332-093
3331-033	DR bare	-

City of Santa Fe Springs
 Bid Results for Project Fleet Maintenance Hose Reel System (RFQ 25-2)

Issued on 09/09/2024

Bid Due on October 01, 2024 10:00 AM (PDT)

Exported on 10/01/2024

Line Totals (Unit Price * Quantity)

Item No.	Section	Description	Unit of Measure	Quantity	Autolift Services Inc.	Pacific Lift
1	Interior Garage - Ceiling Mounted Hose Reel System	Graco LDX Series w/ Inlet Kit (For Air)(Ceiling Mounted)(or Similar)	/Unit	3	\$ 2,085.00	\$ 1,215.00
2	Interior Garage - Ceiling Mounted Hose Reel System	Graco LDX Series w/ Inlet Kit (For Water)(Ceiling Mounted)(or Similar)	/Unit	3	\$ 2,085.00	\$ 1,215.00
3	Interior Garage - Ceiling Mounted Hose Reel System	Graco LDX Series w/ Inlet Kit (For Oil)(Ceiling Mounted)(or Similar)	/Unit	6	\$ 4,470.00	\$ 2,814.00
4	Interior Garage - Ceiling Mounted Hose Reel System	Graco SDP18 Series Electronic Meter System (or Similar)	/Unit	6	\$ 3,492.60	\$ 6,684.00
5	Interior Garage - Ceiling Mounted Hose Reel System	Shipping/Delivery	/Service	1	\$ -	\$ 257.00
6	Interior Garage - Ceiling Mounted Hose Reel System	Removal/Disposal of Existing System	/Service	1	\$ 4,720.00	\$ 6,877.00
7	Interior Garage - Ceiling Mounted Hose Reel System	Installation/Set-Up (Ceiling Mounted Units)	/Service	1	\$ 28,672.50	\$ 11,240.00
Subtotal					\$ 45,525.10	\$ 30,302.00
8	Exterior Garage - Wall Mounted Hose Reel System	Graco LDX Series w/ Inlet Kit (For Air)(Wall Mounted)(or Similar)	/Unit	1	\$ 695.00	\$ 405.00
9	Exterior Garage - Wall Mounted Hose Reel System	Graco LDX Series w/ Inlet Kit (For Water)(Wall Mounted)(or Similar)	/Unit	1	\$ 695.00	\$ 405.00
10	Exterior Garage - Wall Mounted Hose Reel System	Graco LDX Series w/ Inlet Kit (For Oil)(Wall Mounted)(or Similar)	/Unit	2	\$ 1,490.00	\$ 938.00
11	Exterior Garage - Wall Mounted Hose Reel System	Graco SDP18 Series Electronic Meter System (or Similar)	/Unit	2	\$ 1,164.20	\$ 2,228.00
12	Exterior Garage - Wall Mounted Hose Reel System	Shipping/Delivery	/Service	1	\$ -	\$ 258.00
13	Exterior Garage - Wall Mounted Hose Reel System	Installation/Set-Up (Wall Mounted Units)	/Service	1	\$ 10,557.50	\$ 21,623.00
Subtotal					\$ 14,601.70	\$ 25,857.00
14	Oil Containment System	Double-Wall, Dual Fluid Storage Tank (For Oil) (120 Gal Min. Each Compartment)	/Unit	1	\$ 7,425.00	\$ 6,444.00
15	Oil Containment System	Compatible Fluid Pumps (For Oil)	/Unit	2	\$ 1,500.10	\$ 2,642.00
16	Oil Containment System	Shipping/Delivery	/Service	1	\$ 250.00	\$ 850.00
17	Oil Containment System	Removal/Disposal of Existing System	/Service	1	\$ 2,360.00	\$ 9,823.00
18	Oil Containment System	Installation/Set-Up	/Service	1	\$ 3,540.00	\$ 7,302.00
Subtotal					\$ 15,075.10	\$ 27,061.00
19	Annual Maintenance/Repair Services	Annual Maintenance/Repair Services (Entire System)	/Year	1	\$ 1,150.00	\$ 1,500.00
Subtotal					\$ 1,150.00	\$ 1,500.00
Total					\$ 76,351.90	\$ 84,720.00



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: CITY HALL WEST WING OFFICE RENOVATION – AWARD OF CONTRACT

DATE: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to CTG Construction, Inc. dba C.T. Georgiou Painting Co., of Wilmington, California in the amount of \$481,424.80 for the construction of the City Hall West Wing Office Renovation and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 86 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$ 114,975.00; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The City Hall West Wing Office Renovation is an approved Capital Improvement Project and is funded by the Utility Users Tax (UUT) Capital Improvement Plan Fund in the amount of \$1,665,000.00. Upon review of the bid proposals sufficient project funds are available and no additional appropriation is required at this time.

The total project cost breakdown is as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

City Hall West Wing Office Renovation – Award of Contract

Page 2 of 4

ITEM	ESTIMATED AMOUNT
Construction (Interior Improvements)	\$ 482,000
(Office Furniture)	\$ 450,000
(Public Counter)	\$ 60,000
(Digitize Existing Archived Full-Size Plans)	\$ 60,000
(Temporary Trailer to House Office File Cabinets)	\$ 60,000
Design	\$ 60,000
Engineering	\$ 90,000
Inspection	\$ 115,000
Contingency	\$ 348,000
Total Project Cost	\$ 1,665,000

PROJECT FUNDING	AMOUNT
Utility Users Tax (UUT) Capital Improvement Fund	\$ 1,665,000

BACKGROUND

The proposed City Hall West Wing Office Renovation project is located at 11710 Telegraph Road. The project includes furniture and interior improvements to the West Wing of City Hall encompassing Public Works, Building/Safety, Community Development and minor interior improvements to Finance and Human Resources. The North and East Wing recently replaced office furniture, carpet and interior painting. The West Wing's existing office furniture has reached the end of its useful service life and requires replacement to allow for additional staff workstations and enhance operational functionality.

The City Hall West Wing Office Renovation project scope of work includes removing all existing office furniture and replacing with new furniture. The construction contract was advertised separate from the furniture purchase and includes removing and replacing all carpet flooring, base cove trim, abatement of lead/asbestos, removal of all popcorn ceiling south of the lobby, demolition of doors/cabinets/kitchenettes/wallpaper, painting interior walls and all ceilings. Lastly, the construction of two Plexiglas storefront offices.

ANALYSIS

On November 12, 2024, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bids was advertised on November 25, 2024, in accordance with the California Public Contract Code.

Bids were opened on January 9, 2025, and a total of thirteen bids were received. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was CTG Construction, Inc. dba C.T. Georgiou Painting Co. of Wilmington, CA with a bid totaling \$481,424.80. The tabulated bid results are as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

City Hall West Wing Office Renovation – Award of Contract

Page 3 of 4

	Company Name	Audited Bid	Publicly Read Bid Amount	
1.	CTG Construction, Inc. dba C.T. Georgiou Painting Co.	\$481,424.80	\$481,500.00	*
2.	Ramco General Engineering Contractors, Inc.	\$539,616.00	\$539,616.00	
3.	All-American Construction Solutions	\$544,864.50	\$544,947.70	*
4.	GDL Best Contractors, Inc.	\$556,350.00	\$556,350.00	
5.	R Dependable Const, Inc.	\$581,650.00	\$594,650.00	*
6.	Ambit Construction & Design, Inc.	\$612,152.90	\$612,100.00	*
7.	Corner Keystone Construction Corporation	\$677,778.89	\$677,778.88	*
8.	Kal Best Contractor, Inc. dba (KBCI)	\$687,026.00	\$687,026.00	
9.	IPI Construction	\$696,895.12	\$696,888.33	*
10.	Urban Professional Builders, Inc.	\$731,640.00	\$731,640.00	
11.	The Nazerian Group	\$744,132.20	\$744,123.00	*
12.	MLC Constructors, Inc.	\$770,588.00	\$770,588.00	
13.	Caliba Inc.	\$886,608.40	\$886,604.40	*

*Mathematical computation summation errors.

The bid proposal submitted by CTG Construction, Inc. dba C.T. Georgiou Painting Co. in the amount of \$481,424.80, is approximately 28% below the Engineer's Estimate of \$670,000.00 and is acceptable.

The Department of Public Works has reviewed the bids and determined the low bid submitted by CTG Construction, Inc. dba C.T. Georgiou Painting Co. to be responsive and responsible.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The completion of the City Hall West Wing Office Renovation project will increase office functionality/efficiency, allow for additional staffing and provide an aesthetically pleasing work environment.

SUMMARY/NEXT STEPS

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

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

City Hall West Wing Office Renovation – Award of Contract

Page 4 of 4

ATTACHMENTS:

A. Contract Agreement

B. Task Order No. 86 with Southstar Engineering, Inc.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

AGREEMENT FOR CONSTRUCTION
CITY HALL WEST WING OFFICE RENOVATION
CTG CONSTRUCTION, INC. DBA C.T. GEORGIOU PAINTING CO.

This Agreement for Construction (“Agreement”) is entered into on this 4th day of February 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and CTG CONSTRUCTION, INC. DBA C.T. GEORGIOU PAINTING CO., a Stock Corporation, 433 Lecouvreur Avenue, Wilmington, California 90744, State Contractor’s License No. 635916, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of CITY HALL WEST WING OFFICE RENOVATION which is covered in the Contractor’s Bid Proposal (the “Work”), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

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

Exhibit “A” – Workers Compensation Certification

Exhibit “B” – Performance and Payment Bonds

Exhibit “C” – Claims Procedure

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

Addendum No. 1, issued December 4, 2024, 3 pages.

Addendum No. 2, issued December 23, 2024, 3 pages.

- e. Contractors Bid Proposal, for the above-referenced Bid No. 2024-06 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

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

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in the 2018 Edition of the Standard Specifications for Public Works Construction, California Building Code 2022, Local Codes and Ordinances unless otherwise revised in the Special Provisions.

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

ARTICLE 2 - SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of Four Hundred Eighty-One Thousand Four Hundred Twenty-Four and Eight Tenths Dollars (\$481,424.80) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

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

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

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

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

3.5 **Payment Procedures.**

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

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

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

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

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

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

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

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

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

ARTICLE 4 – TIME FOR PERFORMANCE

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

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Forty (40) calendar days, 24 hours per calendar day after the date specified to Contractor in the Notice to Proceed issued by then City.

- **CONTRACTOR will complete ceiling abatement and east wing acoustic (popcorn) ceiling removal from the east wing and main corridor within 14 calendar days of Notice to Proceed.**

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

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

ARTICLE 6 – CLAIMS AND DISPUTES

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

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

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

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

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

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

ARTICLE 8 – BONDS

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

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 – PREVAILING WAGES

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

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

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

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

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

ARTICLE 13 – MISCELLANEOUS

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

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

City

City of Santa Fe Springs

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

Contractor

CTG Construction, Inc.
DBA C.T. Georgiou Painting Co
Attn: Costas Georgiou, President
433 Lecouvreur Avenue
Wilmington, CA 90744

13.3 **Conflict of Interest.** The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of

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

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

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

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

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

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with

the provisions of Section 13.7, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

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

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

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

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

and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

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

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

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

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

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any

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

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

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

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

CTG Construction, Inc.
DBA C.T. Georgiou Painting Co.

By: _____
René Bobadilla, City Manager

By: _____
Costas Georgiou

President

Attest: _____
Fernando Muñoz, City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 86**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and Southstar Engineering and Consulting, Inc. (CONSULTANT), Task Order No. 86 – City Hall West Wing Office Renovation Project.

AUTHORIZED REPRESENTATIVE: **René Bobadilla, City Manager**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

SOUTHSTAR ENGINEERING, INC.:
Authorized Representative: **Yvette Kirrin, Principal-in-Charge**
Address: 1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (626) 644-8058

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Construction Management Services for the City Hall West Wing Office Renovation Project.

The following is the scope of work, schedule, and fee for a Construction Manager:

1. City staff will provide existing Plans and Specifications, and any relevant data that would facilitate this project. The Construction Manager will assist with the preparation of plans and specifications. The Construction Manager will review and comment on plans, specifications and cost estimates.
2. The Construction Manager will oversee the project and will work closely with the Capital Improvements Manager and City Engineer. The Construction Manager will enforce the Plans and Specifications and ensure that the Contractor's quality of work meets all of the City Standards. The Construction Manager will oversee construction activities, perform field inspections, conduct pre-bid/preconstruction/weekly field meetings, register the project with DIR, verify field quantities, prepare daily/weekly summaries, take photos before/during/after construction, process payments, review certified payrolls, prepare council reports and generate the notice of completion, as required.
3. The Construction Manager will update the Capital Improvements Manager and City Engineer on the progress of the project and submit the required documentation in a digital and hardcopy format in an organized manner to the City.

SCHEDULE:

The City estimates the Construction Management services to be completed in (40) calendar days. The project is set to start construction on February 24, 2025.

FEE:

The fee for Construction Management services will be based on the SOUTHSTAR ENGINEERING, INC. Fee Schedule. The City understands the calculated (657) hours for Construction Management services is based on approximately (10) hours of Construction Management per calendar day for approximately (40) calendar days.

Fee Summary	Hourly Rate	Project Management Hours	Total
Jayesh Solanki (Construction Manager)	\$175	657	\$ 114,975
Lump Sum Total:			\$ 114,975

ACCEPTANCE of the terms of Task Order No. 86 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:

CITY OF SANTA FE SPRINGS

ACCEPTED BY:

SOUTHSTAR ENGINEERING AND
CONSULTING INC.

Rene Bobadilla, City Manager

Yvette Kirin, Principal-in- Charge

Date

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: FIRE STATION HEADQUARTERS OFFICE RENOVATION – AWARD OF CONTRACT

DATE: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to RAMCO General Engineering Contractors, Inc., of Sylmar, California in the amount of \$404,313.00 for the Fire Station Headquarters Office Renovation project, and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 87 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$114,975.00; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Fire Station Headquarters Office Renovation is an approved Capital Improvement Project and is funded by the Utility Users Tax (UUT) Capital Improvement Plan Fund in the amount of \$1,134,000.00. Upon review of the bid proposals sufficient project funds are available and no additional appropriation is required at this time.

The total project cost breakdown is as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

Fire Station Headquarters Office Renovation – Award of Contract

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ITEM	ESTIMATED AMOUNT
Construction (Interior Improvements)	\$ 404,313.00
(Office Furniture)	\$ 185,000.00
(Public Counter)	\$ 60,000.00
(Temporary Office Trailer)	\$ 60,000.00
(Wire Management)	\$ 15,000.00
Design	\$ 50,000.00
Engineering	\$ 70,000.00
Inspection	\$ 115,000.00
Contingency	\$ 174,687.00
Total Project Cost	\$ 1,134,000.00

PROJECT FUNDING	AMOUNT
Utility Users Tax (UUT) Capital Improvement Fund	\$ 1,134,000.00
Total Project Cost	\$ 1,134,000.00

BACKGROUND

The proposed Fire Station Headquarters Office Renovation project is located at 11300 Greenstone Avenue. The existing office furniture has reached the end of its useful service life and requires replacement to meet the operational needs of the Fire Department.

The scope of work for the project includes removing all existing office furniture and replacing it with new furniture. The construction contract was advertised separate from the furniture purchase and includes removing and replacing all carpet flooring, tiles, base cove trim, ceiling light fixtures, abatement of lead/asbestos, demolition of doors/cabinets/janitorial sink/wallpaper, installing T-Bar ceiling seismic bracing, painting interior walls and all the ceilings. Additionally, temporary office trailers will be leased by the city during the construction phase of the project.

ANALYSIS

On November 12, 2024, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bids was advertised on November 25, 2024, in accordance with the California Public Contract Code.

Bids were opened on January 9, 2025, and a total of ten bids were received. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was RAMCO General Engineering Contractors, Inc. of Sylmar, CA with a bid totaling \$404,313.00. The tabulated bid results are as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

Fire Station Headquarters Office Renovation – Award of Contract

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Company Name	Audited Bid	Publicly Read Bid Amount	
1. RAMCO General Engineering Contractors	\$ 404,313.00	\$ 404,313.00	
2. Urban Professional Builders, Inc.	\$ 494,000.00	\$494,000.00	
3. R Dependable Const, Inc.	\$514,744.00	\$ 514,744.00	
4. CTG Construction, Inc.	\$ 525,588.66	\$ 525,700.00	*
5. Keystone Builders, Inc.	\$ 546,998.97	\$ 546,998.97	
6. GDL Best Contractors	\$ 550,204.00	\$ 551,116.00	*
7. D3 Development Group	\$ 645,382.40	\$ 645,329.90	*
8. The Nazerian Group	\$ 694,119.64	\$ 694,123.00	*
9. MLC Contractors, Inc.	\$ 699,718.00	\$ 699,718.00	
10. Corner Keystone Construction Corp.	\$ 999,714.41	\$ 999,705.15	*

*Mathematical computation summation errors.

The bid proposal submitted by RAMCO General Engineering Contractors in the amount of \$404,313.00, is approximately 5% below the Engineer's Estimate of \$425,000.00 and is acceptable.

The Department of Public Works has reviewed the bids and determined the low bid submitted by RAMCO General Engineering Contractors to be responsive and responsible.

ENVIRONMENTAL

Not applicable.

DISCUSSION

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

SUMMARY/NEXT STEPS

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

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

Fire Station Headquarters Office Renovation – Award of Contract

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ATTACHMENTS:

- A. Contract Agreement
- B. Task Order No. 87 with Southstar Engineering, Inc.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AGREEMENT FOR CONSTRUCTION
FIRE STATION HEADQUARTERS OFFICE RENOVATION
RAMCO GENERAL ENGINEERING CONTRACTORS, INC.**

This Agreement for Construction (“Agreement”) is entered into on this 4th day of February 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and RAMCO General Engineering Contractors, Inc. a corporation, 9710 Amestoy Ave. Northridge, Ca 91325, State Contractor’s License No. 886077, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of FIRE STATION HEADQUARTERS OFFICE RENOVATION which is covered in the Contractor’s Bid Proposal (the “Work”), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

- a. Permits from the City’s Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
Exhibit “A” – Workers Compensation Certification
Exhibit “B” – Performance and Payment Bonds
Exhibit “C” – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
Addendum No. 1, issued December 04, 2024, 2 pages.
Addendum No. 2, issued December 23, 2024, 1 page.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2024-05 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid

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

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

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

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

ARTICLE 2 - SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of Four Hundred Four Thousand Three Hundred Thirteen Dollars (\$404,313.00) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

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

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

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

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

3.5 **Payment Procedures.**

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

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

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

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

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

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

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

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

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

ARTICLE 4 – TIME FOR PERFORMANCE

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

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Forty (40) calendar days, 24 hour per calendar day after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

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

ARTICLE 6 – CLAIMS AND DISPUTES

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

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

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

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

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

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

ARTICLE 8 – BONDS

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

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 – PREVAILING WAGES

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

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

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

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

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

ARTICLE 13 – MISCELLANEOUS

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

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

City

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

Contractor

RAMCO General Engineering Contractors, Inc.
Attn: Emilio Ramirez, President
PO Box 920878
Sylmar, California 91392

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

[INSERT NAME OF CONTRACTOR]

By: _____
René Bobadilla, City Manager

By: _____
Emilio Ramirez

President

Attest: _____
Fernando Muñoz, City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 87**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and Southstar Engineering and Consulting, Inc. (CONSULTANT), Task Order No. 87 – Fire Station Headquarters Office Renovation Project.

AUTHORIZED REPRESENTATIVE: **René Bobadilla, City Manager**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

SOUTHSTAR ENGINEERING, INC.:
Authorized Representative: **Yvette Kirrin, Principal-in-Charge**
Address: 1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (626) 644-8058

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Construction Management Services for the Fire Station Headquarters Office Renovation Project.

The following is the scope of work, schedule, and fee for a Construction Manager:

1. City staff will provide existing Plans and Specifications, and any relevant data that would facilitate this project. The Construction Manager will assist with the preparation of plans and specifications. The Construction Manager will review and comment on plans, specifications and cost estimates.
2. The Construction Manager will oversee the project and will work closely with the Capital Improvements Manager and City Engineer. The Construction Manager will enforce the Plans and Specifications and ensure that the Contractor's quality of work meets all of the City Standards. The Construction Manager will oversee construction activities, perform field inspections, conduct pre-bid/preconstruction/weekly field meetings, register the project with DIR, verify field quantities, prepare daily/weekly summaries, take photos before/during/after construction, process payments, review certified payrolls, prepare council reports and generate the notice of completion, as required.
3. The Construction Manager will update the Capital Improvements Manager and City Engineer on the progress of the project and submit the required documentation in a digital and hardcopy format in an organized manner to the City.

SCHEDULE:

The City estimates the Construction Management services to be completed in (40) calendar days. The project is set to start construction on February 24, 2025.

FEE:

The fee for Construction Management services will be based on the SOUTHSTAR ENGINEERING, INC. Fee Schedule. The City understands the calculated (657) hours for Construction Management services is based on approximately (10) hours of Construction Management per calendar day for approximately (40) calendar days.

Fee Summary	Hourly Rate	Project Management Hours	Total
Jayesh Solanki (Construction Manager)	\$175	657	\$ 114,975
Lump Sum Total:			\$ 114,975

ACCEPTANCE of the terms of Task Order No. 87 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
SOUTHSTAR ENGINEERING AND
CONSULTING INC.

René Bobadilla, City Manager

Yvette Kirin, Principal-in- Charge

Date

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **CITY-WIDE STREET LIGHT CONVERSION PROJECT – AWARD OF CONTRACT**

DATE: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to Yunex, LLC., of Anaheim, California in the amount of \$114,945.00 for the City-Wide Street Light Conversion Project and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 88 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$ 44,800.00; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The City-Wide Street Light Conversion Project is an approved Capital Improvement Project and is funded by the Redevelopment Bond Fund and the Utility Users Tax (UUT) Capital Improvement Plan Fund in the amount of \$2,400,000.00. Upon review of the bid proposals sufficient funds are available and no additional appropriation is required at this time.

The total project cost breakdown is as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025**City Wide Street Light Conversion Project – Award of Contract**

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ITEM	ESTIMATED AMOUNT
Construction	\$ 114,945.00
Design	\$ 20,000.00
Engineering	\$ 20,000.00
Inspection	\$ 45,000.00
Contingency	\$ 50,000.00
Expenditure to Date:	
Supplies	\$ 830,949.53
Staff Labor Cost	\$ 54,219.39
Contractual Services	\$ 945.40
Total Project Cost	\$ 1,136,059.32

PROJECT FUNDING	AMOUNT
Utility Users Tax (UUT) Capital Improvement Fund	\$ 400,000.00
Redevelopment Bond Fund	\$ 2,000,000.00
Total Project Funding	\$ 2,400,000.00

BACKGROUND

The scope of work consists of removing remaining high-pressure sodium-vapor street light luminaires and installing new LED fixtures. New LED lights have been purchased and are currently stored in the Municipal Services Yard. City crews have been replacing the light fixtures as staff resources permit. To date, approximately 1,700 lights remain to be converted.

ANALYSIS

On November 12, 2024, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bids was advertised on November 26, 2024, in accordance with the California Public Contract Code.

Bids were opened on January 9, 2025, and a total of 9 bids were received. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was Yunex, LLC., of Anaheim, CA with a bid totaling \$114,945.00. The tabulated bid results are as follows:

Company Name	Audited Bid	Publicly Read Bid Amount
1. Yunex, LLC.	\$114,950.00	\$114,950.00
2. Bear Electrical Solutions	\$123,245.00	\$123,245.00
3. Econolite Systems, Inc.	\$202,964.75	\$202,964.75
4. Servitek Electric, Inc.	\$214,467.00	\$214,467.00
5. Innovative Engineering Systems, Inc.	\$268,326.00	\$268,326.00

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 21, 2025

City Wide Street Light Conversion Project – Award of Contract

Page 3 of 3

6. Golden Sun Firm & Co, Inc.	\$383,075.00	\$383,075.00
7. Elecnor Belco Electric, Inc.	\$411,000.00	\$411,000.00
8. Herman Weiseker Power	\$421,962.40	\$421,962.40
9. M. Brey, Inc	\$520,770.55	\$520,770.55

The bid proposal submitted by Yunex, LLC., in the amount of \$114,945, is approximately 42% below the Engineer's Estimate of \$200,000 and is acceptable.

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

ENVIRONMENTAL

The new LED fixtures require significantly reduced energy consumption, and therefore will be environmentally beneficial.

DISCUSSION

The completion of the Street Light LED Conversion project will reduce the maintenance needs of street light fixtures and, therefore, reduce maintenance costs.

SUMMARY/NEXT STEPS

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

ATTACHMENTS:

- A. Contract Agreement
- B. Task Order No. 88 with Southstar Engineering, Inc.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AGREEMENT FOR CONSTRUCTION
STREET LIGHT LED CONVERSION
YUNEX LLC**

This Agreement for Construction (“Agreement”) is entered into on this day of , 2024, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and YUNEX, LLC, 2250 Business Way, Riverside, California 92501, State Contractor’s License No. 1080007, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of STREET LIGHT LED CONVERSION which is covered in the Contractor’s Bid Proposal (the “Work), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

- a. Permits from the City’s Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
 - Exhibit “A”** – Workers Compensation Certification
 - Exhibit “B”** – Performance and Payment Bonds
 - Exhibit “C”** – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
Addendum No. 1, issued December 23, 2024, 2 pages.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2024-09 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.
- f. Special Provisions, General Specifications and Standard Specifications.

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

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

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

ARTICLE 2 - SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of One Hundred Fourteen and Nine Hundred Forty-Five Thousandths Dollars (\$114.945) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

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

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

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

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

3.5 **Payment Procedures.**

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

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

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

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

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

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

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

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

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

ARTICLE 4 – TIME FOR PERFORMANCE

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

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Sixty (60) working days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

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

ARTICLE 6 – CLAIMS AND DISPUTES

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

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

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

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

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

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

ARTICLE 8 – BONDS

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

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 – PREVAILING WAGES

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

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

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

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

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

ARTICLE 13 – MISCELLANEOUS

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

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

City

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

Contractor

Yunex LLC
Attn: Michael J. Hutchens
1026 E. Lacey Avenue
Anaheim, California 92805

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

YUNEX, LLC

By: _____
René Bobadilla, City Manager

By: _____
Michael J. Hutchens

West Operations Manager

Attest: _____
Fernando Muñoz, Deputy City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivares, City Attorney

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 88**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and Southstar Engineering and Consulting, Inc. (CONSULTANT), Task Order No. 88 – City-Wide Street Light Conversion Project.

Authorized Representative:
Address:

René Bobadilla, City Manager
11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

SOUTHSTAR ENGINEERING, INC.:

Authorized Representative:
Address:

Yvette Kirrin, Principal-in-Charge
1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (626) 644-8058

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Construction Management Services for the City-Wide Street Light Conversion Project.

The following is the scope of work, schedule, and fee for a Construction Manager:

1. City staff will provide existing Plans and Specifications, and any relevant data that would facilitate this project. The Construction Manager will assist with the preparation of plans and specifications. The Construction Manager will review and comment on plans, specifications and cost estimates.
2. The Construction Manager will oversee the project and will work closely with the Capital Improvements Manager and City Engineer. The Construction Manager will enforce the Plans and Specifications and ensure that the Contractor's quality of work meets all of the City Standards. The Construction Manager will oversee construction activities, perform field inspections, conduct pre-bid/preconstruction/weekly field meetings, register the project with DIR, verify field quantities, prepare daily/weekly summaries, take photos before/during/after construction, process payments, review certified payrolls, prepare council reports and generate the notice of completion, as required.
3. The Construction Manager will update the Capital Improvements Manager and City Engineer on the progress of the project and submit the required documentation in a digital and hardcopy format in an organized manner to the City.

SCHEDULE:

The City estimates the Construction Management services to be completed in (60) working days. The project is set to start construction in late February 2025.

FEE:

The fee for Construction Management services will be based on the SOUTHSTAR ENGINEERING, INC. Fee Schedule. The City understands the calculated (256) hours for Construction Management services is based on approximately (4) hours of Construction Management per work day for approximately (60) work days.

Fee Summary	Hourly Rate	Project Management Hours	Total
Jayesh Solanki (Construction Manager)	\$175	256	\$ 44,800
Lump Sum Total:			\$ 44,800

ACCEPTANCE of the terms of Task Order No. 88 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
SOUTHSTAR ENGINEERING AND
CONSULTING INC.

René Bobadilla, City Manager

Yvette Kirin, Principal-in- Charge

Date

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **AUTHORIZATION TO AWARD CITY-WIDE BRANDING SERVICES RFP 25-5 TO WE THE CREATIVE**

DATE: January 21, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the award of RFP 25-5 to *We The Creative* for City-Wide Branding Services; and
- 2) Approve the Professional Service Agreement between the City of Santa Fe Springs and *We The Creative*; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The City-Wide Branding Services will cost \$79,555.00 during this one-and-a-half-year project. The Fiscal Year (FY) 2024-25 approved budget includes sufficient funds in the Community Services Contractual Services Account No. 10105199-542050 for these project costs. Appropriations for this project will also be included in the proposed FY 2025-26 budget for approval by City Council.

BACKGROUND

The City of Santa Fe Springs City Council authorized the issuance of the City-Wide Branding Services RFP 25-5 (RFP 25-5) on August 22, 2024, to secure a qualified firm to assist with the development of a cohesive and comprehensive branding strategy. The goal of this initiative is to enhance the City's identity, improve community engagement, and create a consistent visual and messaging platform that reflects the City's unique character and aspirations.

The RFP was advertised on September 3, 2024, and proposals were due by October 3, 2024. The City received 11 proposals from highly qualified firms ranging in price, with the majority being in the \$65,000 to \$100,000 range. A selection panel, comprised of staff from Community Development, Community Services, Fire-Rescue, Finance, and other relevant departments, evaluated the proposals based on criteria including qualifications, experience, proposed methodology, work samples, and cost-effectiveness.

The City-Wide Branding Services project seeks to contract with a qualified vendor to develop a city-wide branding strategy that includes the creation of a new logo, tagline(s), color scheme, iconography, and other visual and messaging elements that reflect the City of Santa Fe Springs' identity. The selected vendor will also provide guidelines, in the form of a Brand Manual, for the consistent use of the brand across various city departments, marketing materials, and communication platforms.

ANALYSIS

Following a thorough evaluation process, the selection committee identified *We The Creative* as the most qualified firm to undertake the City-Wide Branding Services project. *We The Creative* demonstrated a clear understanding of the City's needs and presented a comprehensive approach that aligns with the City's desire to engage the community as part of the branding process. In just the past five years, *We The Creative* has successfully completed branding projects for the Cities of Glendale, Visalia, Costa Mesa, West Hollywood, Santa Monica, Long Beach, and Lancaster, among others. Their extensive experience in branding for public sector clients and creative capabilities make them an ideal partner for this initiative.

The scope of work under this agreement includes:

- Conducting stakeholder engagement to gather input from residents, businesses, and City officials; and
- Development of a Brand Manual outlining brand identity, including a logo, tagline, and design guidelines; and
- Creating templates for City communications and marketing materials; and
- Providing a rollout plan for implementation and launch of the new brand.

Staff are confident that *We The Creative* will help deliver a well-executed branding initiative to articulate the City of Santa Fe Springs' vision, values, and unique characteristics. This will enhance the City's regional and State reputation while supporting economic development and fostering community engagement.

ENVIRONMENTAL

NA

DISCUSSION

NA

SUMMARY/NEXT STEPS

Upon City Council's approval of the award to *We The Creative*, City staff will work to execute the agreement, schedule an initial kickoff meeting with *We The Creative* to outline project timelines, milestones, and deliverables, as well as initiate stakeholder engagement activities, including workshops and surveys, to gather input from residents, businesses, and City officials. City staff will also provide regular updates to the City Manager's Office on the progress of the branding initiative to ensure that the project is completed within the approved timeline.

ATTACHMENT(S):

A. We The Creative Professional Services Agreement

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

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
WE THE CREATIVE**

This Professional Services Agreement ("Agreement") is made and effective as of January 21, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and We The Creative, a 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 January 21, 2025, 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. SCOPE OF 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 ("Scope Of Services" or "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

Time is of the essence for this Agreement and each and every provision contained herein. 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 Community Services Director 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 Seventy-Nine Thousand Five Hundred Fifty Dollars and No Cents (\$79,550.00) 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 Community Services Director. 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 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 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.

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 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: Community Services Director, Maricela Balderas MaricelaBalderas@santafesprings.org
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To Consultant:	We The Creative 3349 Michelson Drive, Suite 200 Irvine, CA 92612 Attention: President, Joven Orozco Joven@wethecreative.com
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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. 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 an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed 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.

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

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

WE THE CREATIVE

Date: _____

Name: Joven Orozco
Title: President
Date: _____

ATTEST:

Fernando Muñoz, City Clerk

APPROVED AS TO FORM:

Rick Olivarez, 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 - 5

City – Wide Branding Services

Issue Date: Tuesday, September 3, 2024
Questions Due Date: Tuesday, September 17, 2024, at 2 pm PDT
Proposal Due Date: Thursday, October 3, 2024, at 2 pm PDT

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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 a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

Tuesday, September 3, 2024

PROJECT

City – Wide Branding Services

PROPOSAL OWNER

City of Santa Fe Springs – Creative Media & Communications
9255 South Pioneer Boulevard
Santa Fe Springs, CA 90670
Attn: Kaili Torres, Community Services Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: kailitorres@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) 868 - 0511
Contact E-Mail: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, September 17, 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://vendors.planetbids.com/portal/65093/bo/bo-detail/121488>

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I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified consultants/firms to provide city-wide branding services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - 5. 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/121488>

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

Questions must be submitted by Tuesday, September 17, 2024, at 2 pm PDT.

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

Proposals must be submitted via PlanetBids by Thursday, October 3, 2024, at 2 pm PDT. Responses to this RFP will be evaluated to determine the consultant 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," is soliciting proposals from consultants to provide city-wide branding services.

The consultant selected will be tasked with conducting a branding study to research and recommend strategies for the City. Upon completion of the work described in the scope of work, the City hopes to accomplish the following objectives:

- Develop a cohesive brand concept to include a brand messaging, tagline(s), iconography, and logos that are adaptable for use across various departments and public service functions within the City, including but not limited to: City Manager's Office, Community Development, Community Services, Finance, Fire & Safety, Parks and Recreation, Police Services, and Public Works. The brand concept will provide for a standard color palette and typography that ties to the brand promise.
- Create a Brand Manual that outlines how the brand works and creates design standards for all future media, marketing, and communication materials.
- Develop and deliver a consistent message, aid with tourism, job seekers, residents, and business attraction and retention that is easily recognizable, marketable, and memorable. New brand imaging should reflect and illicit a modern and innovative emotional response.

Concepts and designs will be used, but not limited to, in the following ways:

- Street signs and wayfinding (including existing City welcome milestones)
- Marketing, media, and communication materials (brochures, print & electronic newsletter, fliers, promotional materials, etc.)
- Print and electronic advertising
- City Website and Service Request App iconography
- Social media
- Business cards
- Email signatures
- Letterhead and associated City stationery
- City building and facility signage
- Vehicle decals and applications
- Public Events and street banners
- City uniforms and branded attire (polos, sweaters, jackets, etc.)
- Additional items as may be identified

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 services, 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," with the following mission statement: "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 | Tuesday, September 3, 2024 |
| • Online Q&A Deadline | Tuesday, September 17, 2024, 2 pm PDT |
| • Deadline to Submit Responses | Thursday, October 3, 2024, at 2 pm PDT |
| • City Review of Submissions | Early/Mid-October 2024 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Consultants | Mid-October 2024 |
| • Award | Late October 2024 |

V. Scope of Work/Services

As referenced in [Section II – Introduction](#), the City is seeking a consultant/firm to conduct branding services to research and recommend strategies for the City of Santa Fe Springs. Data collection and analysis are expected to develop modern logos and create a comprehensive visual identity, positioning, and messaging. The main goal is to ensure the brand aligns with the City's culture, reflects the City's strategic direction and vision, strengthens brand reputation amongst residents, business owners, and other community stakeholders and shareholders, and sets the stage for future support for advancing economic development activities within the City.

Research

- A. Conduct a review and audit of all City communications materials.
- B. Conduct a review of a similar local government agency(ies) with an effective marketing strategy.

- C. Conduct quantitative research in a brand survey in consultation with the City Manager's Office and launch the survey.
- D. Conduct qualitative research in focus groups and stakeholder interviews, including developing the focus group and interview instruments.
- E. Assess the perception of the current brand based on data analysis of the research.
- F. Analyze and research the City's logo for modernization.
- G. Present a report including findings and recommendations for necessary changes and/or updates to the current brand.

Logo Exploration/Creative Services

- A. Develop a minimum of five (5) logo concepts to present to City staff and community stakeholders. It is anticipated that this process will include several revisions; the City will narrow to top logo options.
- B. Develop brand positioning and possible taglines for the City.
- C. Validate brand identity, positioning of the brand, and messaging through focus groups.
- D. Create an updated style guidelines document (Brand Manual).
- E. Provide final design in various media forms for printing and reproduction, general use by the City.

VI. Proposal Submittal

Responses to this solicitation must be submitted electronically:

Please see [Section VII – 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. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VII. Proposal Content and Format

Proposal Content

Firms shall prepare 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 the consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

B. Project Understanding and Approach - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, the methodologies and technologies you would employ, and the key milestones and processes you would use. Describe what information you would expect the City to supply.

C. Relevant Experience - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Consultant should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with the project.

D. Proposed Statement of Work - Please provide a proposed Statement of Work, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

This section should also identify the number of staff that will be provided to address the City's needs. In addition, the section may be used to propose any procedural or technical enhancements/innovations to the Scope of Work that are consistent with the objectives or required content of this RFP.

E. Conflict of Interest Statement – The Consultant shall disclose any financial, business, or other relationship with the City that may impact the selection process. If the Consultant has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See "Line-Item" tab in PlanetBids)

The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should include all meetings, conference calls, site visits, and deliverables. The budget

should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level and out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful consultant to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Unless otherwise noted in the proposal, any such additional work would be performed at the same rates submitted in the dollar cost bid.

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 prior to 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 thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) 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.** Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VIII. 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. **Experience of Firm and Project Personnel (40%)**
 - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work.
 2. **References Checks (25%)**
 - Good reference checks from primary and/or secondary sources
 3. **Work Samples (20%)**
 4. **Proposed fees for services (10%)**
 - Proposed fees are reasonable
 5. **Responsiveness to RFP (5%)**
 - Compliance with the required format
 - Offered new/innovative services, suggestions

Interviews

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

IX. 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, certain 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 e-mail within the specified time frame. Protests can be sent to:

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

Or

E-mail:
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 award. 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.

X. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. 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 Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XI. Insurance Requirements

Any Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant. If not covered under Consultant's liability policy, such "property" coverage of City may be endorsed onto Consultant'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 Consultant 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 Consultant'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 certify that it will 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.

Consultants 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.

XII. Business License Requirements

Consultants that conduct business within city limits may be required to obtain 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.

XIII. 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

XIV. Non-Commitment of City

While the City intends to select a Consultant 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.

XV. Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant 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 Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the

Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

- C. **Non-Discrimination:** The Consultant shall not engage in discrimination 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 work 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 Consultant will only hire individuals who are of legal age to work.

XVI. Records

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

XVII. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall 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 on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the primary's insurance.

XVIII. 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.

XIX. 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, consultant, 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 Consultant shall be used exclusively in connection with the performance of services.

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

XX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also 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.

XXI. 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 Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - 3. The Consultant 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 – References

Attachment B – Sample PSA



RFP 25-5
City-Wide Branding Services
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

**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

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

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.

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

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.

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

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

Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

Fernando Muñoz, Deputy 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

EXHIBIT A
CITY'S REQUEST FOR PROPOSALS

SAMPLE

EXHIBIT B
CONSULTANT'S PROPOSAL

SAMPLE

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;
- Concurrence 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.

**Notice Inviting Proposals
City of Santa Fe Springs
City-Wide Branding Services**

The City of Santa Fe Springs invites proposals from qualified consultants to provide city-wide branding services in accordance with the terms and conditions of Request for Proposals (RFP) No. 25-5.

To view the complete proposal package and associated documents visit: <https://pbsystem.planetbids.com/portal/65093/portal-home> and click "Bid Opportunities" or <https://vendors.planetbids.com/portal/65093/bo/bo-detail/121488> to access the project directly. You can also visit the City's website and find the link above on the "Bids & Proposals" webpage.

Questions/inquiries regarding this opportunity must be submitted via the PlanetBids Portal by **Tuesday, September 17, 2024, at 2 p.m. PDT**. The City will not respond to any questions/inquiries submitted after this deadline.

Please review all related documents in their entirety before submitting a response. Responses must be submitted electronically via the City's PlanetBids Portal by **Thursday, October 3, 2024, at 2 p.m. PDT**. Any proposals received after this deadline will be deemed non-responsive, and the City reserves the right to reject them.

Responses to this request will be evaluated to determine the most qualified and responsive consultants. Responses must adhere to the format and content described.

EXHIBIT B

CONSULTANT'S PROPOSAL

RFP# 25-5

City-Wide Branding Services

ATTENTION:

Kaili Torres, Community Services Manager
City of Santa Fe Springs - Creative Media &
Communications
9255 South Pioneer Boulevard
Santa Fe Springs, CA 90670

PREPARED BY:

We The Creative
Joven Orozco, President And Main Contact
3349 Michelson Drive, Suite 200, Irvine, CA 92612
Tel. (877) 887-1318, Cell: (949) 463-7887
Joven@wethecreative.com



TITLE PAGE

Proposal Title	City-Wide Branding Services
Vendor Name	We The Creative (WTC), DBA of Jovenville, LLC.
Contact Person	Joven Orozco, President and Founder
Address	3349 Michelson Drive, Suite 200, Irvine, CA 92612
Email	Joven@WeTheCreative.com
Telephone	(877) 887-1318
Fax	(949) 723-1566
Proposal Date	October 03, 2024



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A. LETTER OF INTEREST

October 03, 2024

Kaili Torres, Community Services Manager
City of Santa Fe Springs - Creative Media & Communications
9255 South Pioneer Boulevard
Santa Fe Springs, CA 90670

Re: RFP#25-5, City-Wide Branding Services

Dear Kaili Torres, Community Services Manager,

We The Creative (WTC), a DBA of Jovenville, LLC, is submitting a proposal for the City of Santa Fe Springs (City) RFP for City-Wide Branding Services, RFP#25-5. For inquiries, please contact Joven Orozco, President and Founder, at the details below.

We The Creative, Joven Orozco, President and Founder
Email: Joven@WeTheCreative.com, Phone: (877) 887-1318
Address: 3349 Michelson Dr., Ste. 200, Irvine, CA 92612

Our Differentiators:

Public Sector Experience - 15 years in the public sector and 28 years in design.

Customer Service Focus - Exceptional service through clear communication and collaboration.

Design Innovation - Fresh and innovative approaches from 28 years of design expertise.

WTC is willing to dedicate our time, personnel, and resources for this project. We are committed to the availability of all our Key Project Personnel during the project's planning period and proposed schedule, designed to meet the City's needs for this project. We confirm receipt of the entire RFP, inclusive of one (1) addenda. The information provided in this proposal is accurate and true. The proposal shall remain valid for at least 90 days from the date of submission.

Thank you for considering our proposal.

Best regards,



Joven Orozco, President and Founder



B. PROJECT UNDERSTANDING AND APPROACH

Project Understanding

The City of Santa Fe Springs (the City) needs a comprehensive and cohesive city-wide branding strategy that aligns with its culture, reflects its strategic direction, and supports its economic development efforts. The primary goal of this project is to modernize the City's visual identity and develop a strong, recognizable brand that resonates with key stakeholders, including residents, businesses, visitors, and job seekers.

We The Creative (WTC) understands that the scope of work involves extensive research and analysis, including a thorough review of current city communications, local government agencies with effective marketing strategies, and both qualitative and quantitative research methodologies. These include brand surveys, focus groups, and stakeholder interviews, ensuring a comprehensive understanding of the City's current brand perception and future goals.

The deliverables for this project are clear: develop a brand concept encompassing logos, taglines, iconography, color palettes, and typography, which will be adaptable across various departments, including the City Manager's Office, Community Development, Finance, Fire & Safety, and more. This branding will be applied consistently across a wide range of platforms, from street signs and marketing materials to the City's website, social media, and official documents. The creation of a detailed Brand Manual will ensure the consistent application of the brand across all future communication and marketing efforts.

As a creative agency with nearly three decades of experience, WTC recognizes the importance of a brand that not only communicates the City's values but also engages stakeholders in a modern and innovative way. Our approach will ensure that the new brand reflects the City's vision, strengthens its reputation, and helps foster economic growth and community pride.



Branding Approach

Our approach to this project is centered around elevating the **City of Santa Fe Springs'** (the **City**) marketing and branding functions through comprehensive services. We will serve as project managers and strategic partners, leading all community marketing and branding initiatives. Our goal is to ensure a forward-thinking and proactive approach in promoting the City.

We will conduct a thorough review of the City's current marketing and branding efforts, identifying areas of improvement and competitor advantages. Based on our findings, we will provide strategic recommendations to enhance the City's competitive edge among other municipalities.

Developing a cohesive branding strategy is one of our key responsibilities, encompassing various departments/divisions and economic development concepts. We will create a distinct brand identity, aligning economic development activities with the current branding theme. This includes providing essential resources to enhance branding, messaging, and user experience on platforms like the **City's** website. Consistency across all channels, including the primary website, will be maintained.

Our expertise extends to creating a comprehensive communications toolkit, covering various marketing materials such as press releases, social media posts, brochures, and more. We will design and disseminate engaging content, conveying the desired messaging and aligning with the overall marketing and branding strategy.

Additionally, we will provide recommendations for promotional materials to effectively showcase the **City's** unique attributes. Our advisory services will cover subcategories like business climate, attraction and retention efforts, event planning, and municipal marketing.

Knowledge transfer and sustainability are crucial, and we will conduct training sessions for the **City's** marketing/branding team. We will offer guidance to empower staff to actively contribute to ongoing efforts. Design services will also be provided to ensure consistency.

Our objective is to enhance the **City's** marketing and branding, bolster its competitive advantage, and foster a strong identity. With our expertise, we aim to reach diverse audiences and drive success at local, state, national, and international levels. We are committed to delivering exceptional results and driving the **City's** marketing and branding initiatives to new heights.

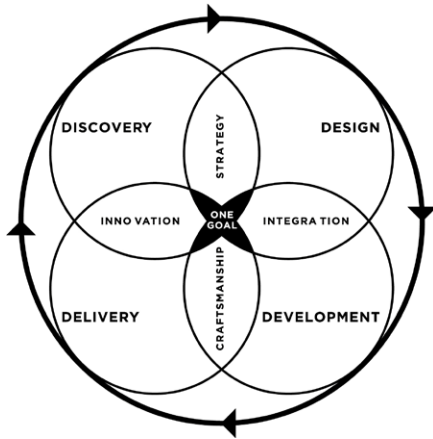
Creative work with great results is accomplished through trust and collaboration. Our processes allow us to deliver on our clients objectives and push creativity to areas never thought imaginable.



4D Approach™

Each project has its own unique scope of work that needs a standard way of working and communicating. WTC developed the **4D Approach™** to address those needs in a creative industry where chaos can easily dominate in an unstructured environment.

It serves as the model for project development to enable both the client and the design team to focus on the message and the audience to deliver a compelling and accurate product. We use an online platform to communicate efficiently and effectively.



Discovery

At the project's core, Discovery lays the groundwork. Through careful planning, we establish a deep understanding of project parameters, setting achievable goals.

Design

Guided by design criteria, we navigate the project towards goal attainment. Explorations and experiments are presented for client feedback and approval, while Boardstorming fuels creative brainstorming.

Development

The process in which the concept and design are made into reality: The design is developed and refined to best embody the established objectives.

Delivery

Approaching tangible completion, we finalize production, ensure accuracy, and collaborate with vendors for timely and precise delivery. The project moves closer to its final form.



C. RELEVANT EXPERIENCE

Company Information

Founded in 1995, **Jovenville, LLC** is a leading creative agency specializing in branding and marketing for consumer products. In 2007, we launched **We The Creative (WTC)** to serve the public sector, applying our successful consumer brand strategies. This move proved highly successful, with WTC quickly thriving in government work.

Organizational Overview

We The Creative (WTC), a subsidiary of **Jovenville, LLC**, brings 28 years of creative industry experience. Based in Irvine, California, WTC is an SBE and DBE, focused on transforming public sector design.

Location Serving All Client Accounts

We The Creative

3349 Michelson Dr., Ste. 200, Irvine, CA 92612

T: (877) 887-1318 C: (949) 463-7887

F: (949) 723-1566

WeTheCreative.com

DUNS Number: 964198816



Primary Contact

Joven Orozco, Main Contact

T: (877) 887-1318 C: (949) 463-7887

F: (949) 723-1566

Joven@WeTheCreative.com

At WTC, we excel in collaboration and innovation, pushing the limits of creative thinking and strategy to deliver exceptional branding and marketing solutions. Our dedication to challenging the status quo makes us leaders in our field.

*We exist for and strive to **change the status quo**
of creative design in the public sector.*



Transforming the public sector with an exceptional creative partnership



WTC is a creative agency specializing in a wide range of services.

Our creativity coupled with a proprietary business process delight our clients time and again.



STRATEGY Developing a strategy requires a broad-yet-detailed look at the evolution of a current position and a projection of future goals. WTC has the collaborative tools and creative disposition to cultivate a fresh new look, feel and outreach.



BRANDING Branding is more than just a symbol. It defines how a business presents itself to the world and sets the tone for the future. WTC has developed some great-fitting brands for government, public organizations and programs.



MARKETING Marketing is the thoughtful research process to determine the best way of bringing public awareness to an organization or project. WTC makes it our business to discover the best methods of delivering the right message to the right audience at the right time with innovation.



MEDIA PLACEMENT WTC never markets without a purpose. The goal is to always reach a target audience where they live their lives, in ways that effectively elicit their thoughts and actions.



ADVERTISING Advertising is a combination of art and copy designed to attract, engage and motivate action within a short period of time. WTC will determine the main strategy and create a compelling, fully integrated campaign that spans all platforms.



SOCIAL MEDIA Social media is ever-evolving and quickly-changing. WTC makes it our business to have the right people following social media trends, so we can develop and execute a currently-trending, positive social media presence.



EVENT COORDINATION Coordinating an event requires an experienced staff to track the many moving pieces during execution of a strategy or campaign. WTC has managed several successful events with our bright and talented coordinators.



GRAPHIC DESIGN Graphic design is the application of artistic concepts that enliven an organization or project with widely-appealing interest. Our talented staff has received many awards for their creative achievements and always gives each project their full attention.



ANNUAL REPORTS WTC has a unique approach to developing annual reports. Our process has attracted the attention of several media outlets, and received acclaim at industry events.



WEBSITES These are the portals that connect the government with the public 24/7. WTC believes websites should have an easy-to-use experience with great visual appeal, so they can leave a positive impression on all who interface with the website.



PHOTOGRAPHY AND VIDEO WTC Photography and Video brings projects to life in expressive and memorable ways. Our team's trained and creative 'eyes' can vividly enhance any media.



REFERENCES

The following clients are familiar with the WTC design process and work methodology. Additional references are available upon request.



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 -5
City -Wide Branding Services
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name LA County Planning
Entity Address 320 West Temple Street, Los Angeles, CA 90012
Name of Contact Iris Chi, AICP, Planner
Telephone Number of Contact (213) 974-6461
Email of Contact ichi@planning.lacounty.gov
Project Title branding, print collateral, and marketing \$60,000
Date of Project 2021 to present, ongoing

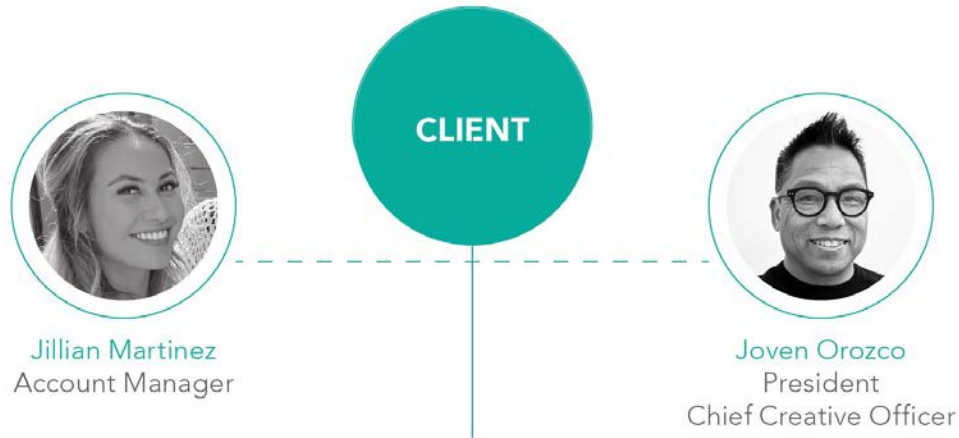
Entity Name Bay Area Air Quality Management District
Entity Address 375 Beale Street, Suite 600, San Francisco, CA 94105
Name of Contact Tina Landis, Public Information Officer
Telephone Number of Contact (415) 749-8649
Email of Contact tlandis@baaqmd.gov
Project Title Rebrand & Annual Reports \$150,000
Date of Project 2017 to present, ongoing

Entity Name City of Long Beach
Entity Address 333 West Ocean Blvd., 3rd Floor, Long Beach, CA 90802
Name of Contact Chelsey Magallon, Communications
Telephone Number of Contact (562) 570-5232
Email of Contact Chelsey.Magallon@longbeach.gov
Project Title Rebrand Economic Development Dept & Annual Reports \$50,000
Date of Project 2015 to present, ongoing



Project Team

WTC blends modern tech with a customer-first approach, holding regular team meetings to stay aligned. Key team members remain dedicated, with client-approved personnel changes.



Depending on when the contract is executed, a dedicated Project Manager will be assigned to you.



Kiana Orozco
Project Manager



Andrea
Project Manager



Nyah Bolger
Project Manager



Andy Ruiz
Creative Director



Thiago Lopes
Graphic Designer



Cecilia Boletta
Production Artist



Naomi Pearson
Strategy



Qualifications of the Project Team

This experienced project team has a proven track record of collaboration and expertise in the **4D Approach™**. We consistently deliver projects on time and within budget, exceeding expectations.



JOVEN OROZCO President & Chief Creative Officer

Joven Orozco, WTC's President and Chief Creative Officer, brings 28 years of branding and marketing expertise. With a Bachelor's in Graphic Design, he leads the team with innovation and business acumen. WTC's distinguished client portfolio reflects their commitment to exceptional results and industry impact.



JILLIAN MARTINEZ Account Manager

Jillian Martinez, a Cal State Fullerton graduate (BA in Communications: Advertising), is a skilled project manager with 3 years of experience. Working with Joven Orozco, she ensures on-time, within-budget project delivery for esteemed clients like OCTA, Long Beach, Anaheim, John Wayne Airport, and more.



KIANA OROZCO Project Manager

With a background in Political Science and Journalism, Kiana excels in strategic planning, team management, and content creation. As a former Reporter and Audio Specialist at NAZToday and KJack Radio, she honed her research, writing, and leadership skills while excelling in collaboration, customer service, and multitasking.



ANDREA PINA Project Manager

With over 4 years of experience as a Project Manager, fluent in both Spanish and English, she has a strong ability to leverage technology or create tools to ensure the successful execution of any project. Her multilingual skills and technical expertise have consistently driven results in diverse environments.



ANDY RUIZ Creative Director

Andy Ruiz, a Creative Director with 10+ years of marketing and advertising expertise, embraces illustration, branding, typography, and cutting-edge UX/UI trends. With conceptual thinking, meticulous attention to detail, and a keen aesthetic sense, he crafts meaningful, distinctive physical and digital products.



NAOMI PEARSON Marketing & Brand Strategy

Naomi Pearson is a skilled strategist in brand and marketing communications, adept at identifying opportunities and crafting actionable strategies. With expertise in both traditional and digital media, she helps companies connect with target audiences and drive impactful campaigns.



THIAGO LOPES Graphic Designer

Thiago is a passionate graphic designer specializing in brand identity, editorial design, campaigns, art direction, and packaging. Played an integral role in designing projects for We The Creative, including the City of Visalia's rebrand and Bay Area Air Quality District Management's interactive report.



CECILIA BOLETTA Production Artist

Cece is a highly creative and computer-savvy production artist with exceptional design and graphics expertise. With a proven track record of collaborating with numerous clients, she has played a crucial role in delivering successful content design solutions.

Refer to **Appendix B: Resumes**



PRESENTATION

Introduction:

We The Creative (WTC) is a dynamic subsidiary of Jovenville, LLC, with 28 years of experience in the creative industry. Located in Irvine, California, WTC is a Small Business Enterprise (SBE) and a Disadvantaged Business Enterprise (DBE), passionately dedicated to changing the status quo within the public sector.

WTC has a proven track record of success in branding across diverse sectors. In the private sector, we've spearheaded large-scale branding projects for renowned brands such as Hot Wheels, Disney, and NBC Universal. Additionally, our expertise extends to the public sector, where we've undertaken impactful branding and rebranding initiatives for municipalities including the City of Visalia, City of Santa Monica, City of Costa Mesa, and the Los Angeles County Planning Department, among others. As a collaborative design-led branding agency, we prioritize creativity, innovation, and strategic thinking in all our endeavors.

Notably, our Chief Creative Officer, Joven, and Creative Director, Andy Ruiz, recently showcased our expertise at the prestigious First Round conference. Their presentation highlighted our successful rebranding efforts, including the transformation of the City of Visalia's brand identity. We'll provide a photo and link to the conference for further reference during the presentation.

Please click on the image or https://bit.ly/wtc_fr to review the recording.



Branding Projects successfully completed within the last 5 years

LA COUNTY PLANNING

- LA County Planning Rebrand

PENINSULA CLEAN ENERGY

- Branding and Marketing Collateral

CITY OF GLENDALE

- Upstart Valley Brand Strategy & Marketing

JOHN WAYNE AIRPORT

- Brand Identity Guidelines

LA COUNTY PLANNING

- LA County Planning Rebrand
- Climate Adaptation Marketing

CITY OF WEST HOLLYWOOD

- Visual Language Branding Strategy

CITY OF LONG BEACH

- Development Services Department Branding
- Climate Adaptation Action Plan (CAAP) Brand
- Bring Your Own Long Beach City (#BYOLBC)

TRIANGLE SQUARE CENTER

- Shopping Center Rebrand

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

- Rebrand

CITY OF VISALIA

- City Rebrand and Marketing

CITY OF COSTA MESA

- City Rebrand & Visual Language

CITY OF WEST HOLLYWOOD

- Visual Language Branding Strategy

MESA WATER DISTRICT

- Brand Identity Guidelines
- Water Dispenser Wraps

CITY OF SANTA MONICA

- Brand Style Guide

CITY OF LANCASTER

- Outlook Magazine Redesign
- Event Branding & Marketing Tactics
- Marketing Collateral
- Visual Brand Language

CITY OF WEST HOLLYWOOD

- Visual Language Branding Strategy

Refer to **Appendix A: Sample Work**



D. PROPOSED STATEMENT OF WORK

Work Plan

The WTC 4D Approach™ is a structured proprietary process that moves a project through strategic development, conceptual design, refinement of design direction and final delivery. Turnaround times are based on unique project needs and our desire to meet or exceed client expectations.

Phase One: Discovery

The very foundation of the entire project.

Each project starts with strategic planning to set goals, timing, and deliverables. The creative lead and the Project Manager will attend the Kick-Off Meeting to clarify details. A secure site will provide 24/7 communication access.

Task 1.1 (2-3 weeks): Discuss the Santa Fe Springs' vision

- Facilitate a kickoff meeting with the Santa Fe Springs' Team to discuss **its** identity, communities served, and the general vision for the project.
- **Santa Fe Springs** provides existing brand guidelines, communications print and digital materials samples
- Deploy online survey to stakeholders utilizing Santa Fe Springs' email and social media contacts (surveymonkey.com)
- Conduct an online interview with the Santa Fe Springs' team and leadership. (1 day)
- Organize outreach events (1-2) surveying community

Task 1.2 (1-2 weeks): Review Existing Communications

- Conduct a preliminary review of Santa Fe Springs' existing communications print and digital materials.
- Audit existing logo mark, brand architecture, vision, mission, values, logo, tagline, personality, voice and tone, photography, and colors.

Task 1.3 (1-2 weeks): Findings & Recommendations

- Prepare and submit written and visual findings and recommendations on how to best proceed.
- Present a preliminary brand launch strategy.
- Launch a rebrand landing page
- Meet with the Santa Fe Springs to discuss recommendations, all elements reviewed and provide next steps.

Phase Two: Design

Develop strategy and design criteria to guide the project toward achievement of goals.

Strategic brand positioning and tagline development will follow Phase One insights. Three creative concepts with varied looks and approaches will be presented in reviews, guiding the project with Santa Fe Springs feedback.



Tasks 2.1 (1-2 weeks): Logo Boardstorming

- We begin logo boardstorming. (up to 18 black and white logo variations)
 - Conduct an online interactive workshop with the Santa Fe Springs to help visualize the logo and identify the Santa Fe Springs' vision.
- The group will collectively choose **three** logo directions to explore design.

Task 2.2 (7 weeks): Logo Exploration for Review

- WTC will present three (3) refined logo directions
 - The logo will be presented in black and white. Color logo options will be introduced in the next task.
- Organize community outreach events (1)
- Collectively one direction to carry on into the next two (2) rounds of refinement.
- Meet with the Santa Fe Springs to discuss all elements reviewed and provide next steps.

Task 2.3 (2 weeks): Visual Identity Boardstorming

- Once the logo has been selected and refined. We begin visual identity boardstorming (up to 12 looks and feels for the visual identity)
- Conduct an online interactive workshop with the Santa Fe Springs and invite several key people from our interviews and workshop various visual identities.
- Meet with the Santa Fe Springs to discuss all elements reviewed and provide next steps.

Task 2.4 (7 weeks): Visual Identity Exploration for Review

- The group will collectively choose three (3) visual identity directions to explore a few brand applications, including business cards, letterhead, print and digital advertising, website (front end design only), and some items listed on the RFP.
- WTC will explore color options for the logo based on the the choose visual identity boards
- For each round, we will invite people from the workshops to raise any concerns. (optional)

Task 2.5 (8 weeks): Deliver Working Drafts via brand guideline

- Determine the application items for brand guidelines.
- Determine the pagination of the brand guideline.
- Meet with the Santa Fe Springs' project manager weekly via video conference to discuss progress
- Meet with the Santa Fe Springs to discuss all elements reviewed and provide next steps.

Phase Three: Development

Where concept and design become a reality.

The approved strategy and content are refined with stakeholders for final approval, finalizing the project for implementation with focused design and adjustments.

Task 3.1 (2 weeks): Prepare and Complete Final Drafts

- Submit the digital version of the brand components to the Santa Fe Springs for final review.
- Make any minor changes to the final draft to the satisfaction of the Santa Fe Springs as necessary.



- Prepare final drafts of the brand guide.
- Delivery of final files will be submitted electronically via file project website.
 - The file format will include all agreed upon formats listed in the RFP
- Meet with the Santa Fe Springs to discuss all elements reviewed and provide next steps.
- Organize launch event (1) and update branding landing page

Phase Four: Delivery

Delivery, execution and wrap-up.

All aspects of the project are finalized, verified, and double-checked for accuracy for on-time delivery with the right configuration in the right manner.

Task 4.1 (2 weeks): Prepare and Complete All Final Files

- Submit revised final brand guideline.
- Meet with the Santa Fe Springs to train staff. (Up to one (1) recorded meeting)
- WTC stays on-call for six (6) months

Task 4.2 (8 weeks): Launch

- Create launch plan strategy
- Meet with the Santa Fe Springs to discuss all elements reviewed and provide next steps.



Project Schedule

WTC prides itself on a collaborative process, meeting expectations and deadlines with our 4D Approach™. We offer timely on-call service with a 48-hour response, and can provide 24-hour support when needed.

TASKS	1	2	3	4	5	6	7	8	9	10
Task 1.1 (2-3 weeks): Discuss the City's vision	■	■								
Task 1.2 (1-2 weeks): Review Existing Communications		■								
Task 1.3 (1-2 weeks): Findings & Recommendations		■	■							
Tasks 2.1 (1-2 weeks): Logo Boardstorming			■							
Task 2.2 (7 weeks): Logo Exploration for Review			■	■	■	■				
Task 2.3 (2 weeks): Visual Identity Boardstorming					■					
Task 2.4 (7 weeks): Visual Identity Exploration for Review						■	■	■	■	
Task 2.5 (8 weeks): Deliver Working Drafts via brand guideline and brand implementation							■	■	■	■
Task 3.1 (2 weeks): Prepare and Complete Final Drafts									■	
Task 4.1 (2 weeks): Prepare and Complete All Final Files										■

We understand some tasks will need to be expedited, rescheduled or adjusted and we want you to know we're **flexible**. Ultimately, we're trying to meet your objectives and goals.



BRAND LAUNCH PLAN STRATEGY

A successful rebrand starts with internal buy-in, ensuring all staff are informed and aligned. This prepares them to confidently answer questions and guide external audiences to the right resources. Once internal engagement is secured, the external launch can follow, with staff supporting and reinforcing the brand message.

INTERNAL BRAND LAUNCH PLAN

Event

- Format: In-person or virtual, depending on availability and preferences.
- Keynote Presentation: Delivered by leadership, explaining the significance of the rebrand and how it aligns with The City's mission and goals.
- Logo & Identity Presentation: Showcase the new logo, visual identity, and core values, providing insight into how they reflect the future of The City.
- Storytelling Segment: Highlight the journey to the new brand, featuring staff members who played a key role in the process and their contributions.

Email Communications

- Why the Rebrand? A clear explanation of the vision and reasons behind the rebrand, highlighting its importance for the future.
- What's New? Overview of the new visual identity and messaging, ensuring employees understand the key elements.
- How to Apply the Brand: Step-by-step guidance on how to implement the new brand in daily work.
- Subject Line: "A New Look, A Renewed Commitment" or theme-based subject line.

Branded Merchandise

- Water Bottles: Featuring the new logo and theme-based messaging.
- Tote Bags: Branded with the new visual identity to reinforce brand presence.
- Postcard: Encouraging staff to visit the rebrand website for more details, further driving engagement.

Brand Ambassador Program

- Selection of Key Team Members: Identify and assign "Brand Ambassadors" from different departments to help champion the rebrand internally.
- Talking Points & Resources: Provide ambassadors with clear messaging and resources to answer questions and guide their colleagues through the transition.

Brand Guidelines Workshop

- Virtual Workshop: Host an interactive session to introduce the new brand guidelines and how to use them effectively.
- Resource Links: Provide direct access to brand assets via links stored on The City's servers (e.g., bit.ly links for easy access).



EXTERNAL BRAND LAUNCH PLAN

Dedicated Landing Page

- Content: The landing page will explain the rebrand's purpose, meaning behind the new logo, and the ongoing mission of The City. Include FAQs to address public queries.
- CTA: Encourage visitors to explore the new brand and engage with programs that support The City's efforts.

Press Release

- Distribution: Issue an official press release to local media outlets, relevant blogs, and newsletters. Highlight the brand's evolution, commitment to equity and future initiatives under the new identity.
- Key Message: Focus on the positive impact of The City's work in the community, reinforcing the connection to the new brand and mission.

Newsletter Announcement

- Email to Subscribers: Send out a special edition of The City's newsletter to all subscribers, explaining the rebrand and its importance. Include links to the landing page and upcoming events related to The City.

Website and App Updates

- Pop-Up Message: Use a pop-up or banner on the homepage to introduce the new brand, providing a direct link to the dedicated landing page for further details.



E. CONFLICT OF INTEREST STATEMENT

We The Creative (WTC) presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by WTC for the **City of Santa Fe Springs'** project on **City-Wide Branding Services**, or which would conflict in any manner with the performance of its services hereunder.

WTC further confirms that, for the **City of Santa Fe Springs'** project on **City-Wide Branding Services**, no person having any such interest shall be employed by it.

Furthermore, WTC shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services for the **City of Santa Fe Springs'** project on **City-Wide Branding Services**.

WTC hereby confirms not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the **City** as a result of the **City of Santa Fe Springs'** project on **City-Wide Branding Services**, or the services that may be procured by the **City** as a result of the recommendations made by WTC.



F. COST PROPOSAL

We The Creative, Joven Orozco, President and Main Contact, Joven@WeTheCreative.com
3349 Michelson Dr., Ste. 200, Irvine, CA 92612 | Tel. (877) 887-1318, Cell: (949) 463-7887

TABLE 1: Quotation per service milestone (All invoices will be submitted at the end of the month by milestone.)

Milestone	Subtotal
Task 1.1 (2-3 weeks): Discuss the Santa Fe Springs' vision	\$3,200.00
Task 1.2 (1-2 weeks): Review Existing Communications	\$4,400.00
Task 1.3 (1-2 weeks): Findings & Recommendations	\$4,950.00
Tasks 2.1 (1-2 weeks): Logo Boardstorming	\$2,750.00
Task 2.2 (7 weeks): Logo Exploration for Review	\$7,250.00
Task 2.3 (2 weeks): Visual Identity Boardstorming	\$5,750.00
Task 2.4 (7 weeks): Visual Identity Exploration for Review	\$8,500.00
Task 2.5 (8 weeks): Deliver Working Drafts via brand guideline	\$18,750.00
Task 3.1 (2 weeks): Prepare and Complete Final Drafts	\$8,500.00
Task 3.1 (2 weeks): Finalization and Approval	\$3,000.00
Task 4.1 (2 weeks): Implementation and Training	\$2,500.00
Task 4.1 (8 weeks): Launch	\$10,000.00
TOTAL	79,550.00
Contingency (20%) Use only if needed	\$15,910.00
Total with the contingency	95,460.00



TABLE 2: Quotation showing tasks, personnel, hours and rates

Name	Tasks	Rate/Hr
Jillian Martinez	Account Coordinator	\$124.15
Nyah Bolger	Project Manager	\$88.33
Kiana Orozco	Project Manager	\$88.33
Andrea Pina	Project Manager	\$88.33
Andy Ruiz	Creative Director	\$170.93
Naomi Pearson	Marketing Strategy	\$142.26
Thiago Lopes	Graphic Designer	\$122.45
Cecilia Boletta	Production Artist	\$95.40
Joven Orozco	President & Chief Creative Officer	\$212.17

1. I acknowledge receipt of the **City of Santa Fe Springs' RFP, RFP#25-5** for **City-Wide Branding Services** with **one (1)** Addenda.
2. This offer shall remain firm for **90 days** from the date of proposal.

Name
Title
Date Signed

Joven Orozco
President And Founder
October 03, 2024

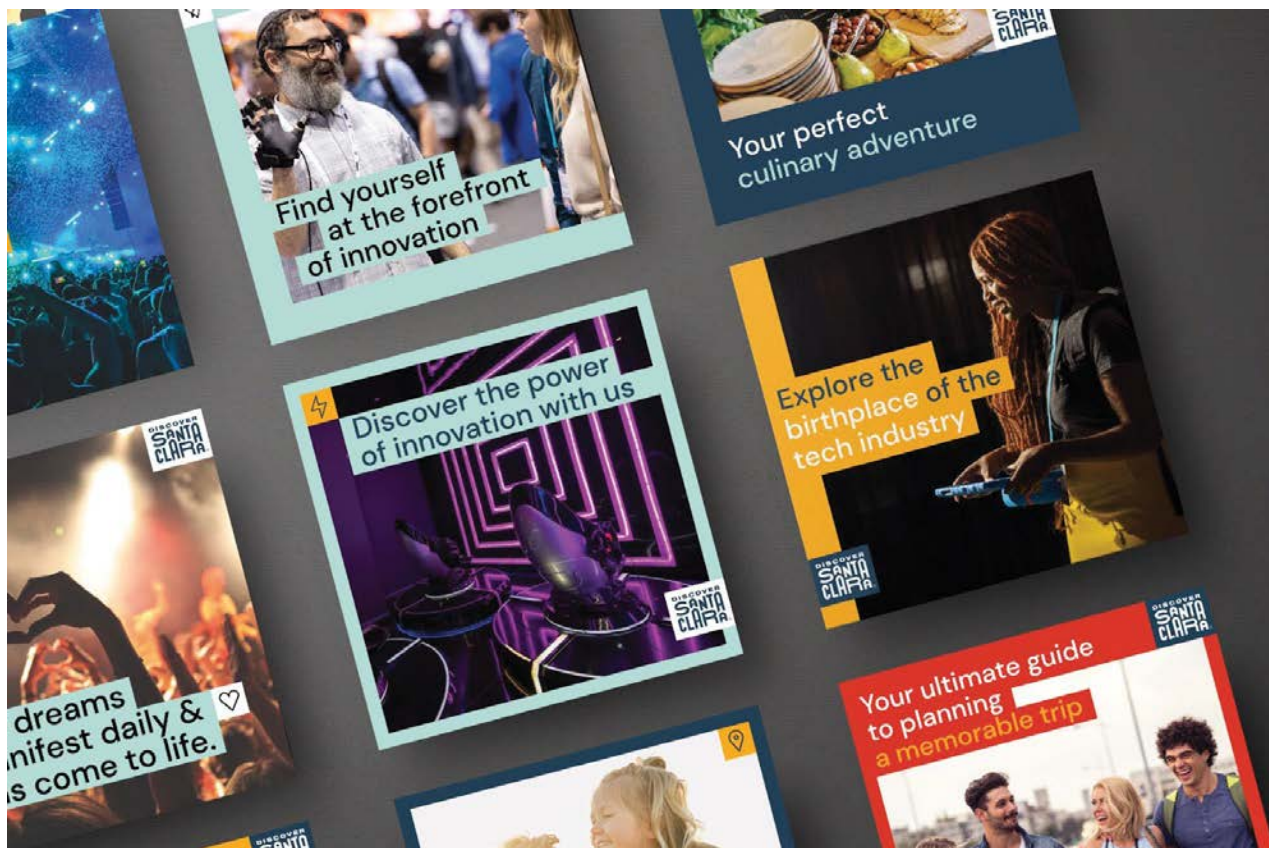


PROJECT NAME	CLIENT	COMPLETED	CONTACT
City of Santa Clara Convention Center Marketing	Discover Santa Clara 5001 Great America Pkwy Santa Clara, CA 95054	2024	Katelyn Studebaker Director of Marketing kstudebaker@DiscoverSantaClara.org

DESCRIPTION OF WORK

We The Creative (WTC) led the development and execution of marketing materials for Discover Santa Clara (DSC), focusing on discovery, design, development, and delivery. Our work included creating a revamped Master Pitch Deck, marketing strategy, and calendar, as well as social media and eBlast templates, advertising campaigns, and a trade show package. We also managed monthly marketing activities such as eBlasts, social media posts, and digital advertising. Our approach involved refining existing materials, implementing new strategies, and providing ongoing support to enhance DSC’s visibility and attract more visitors to Santa Clara.





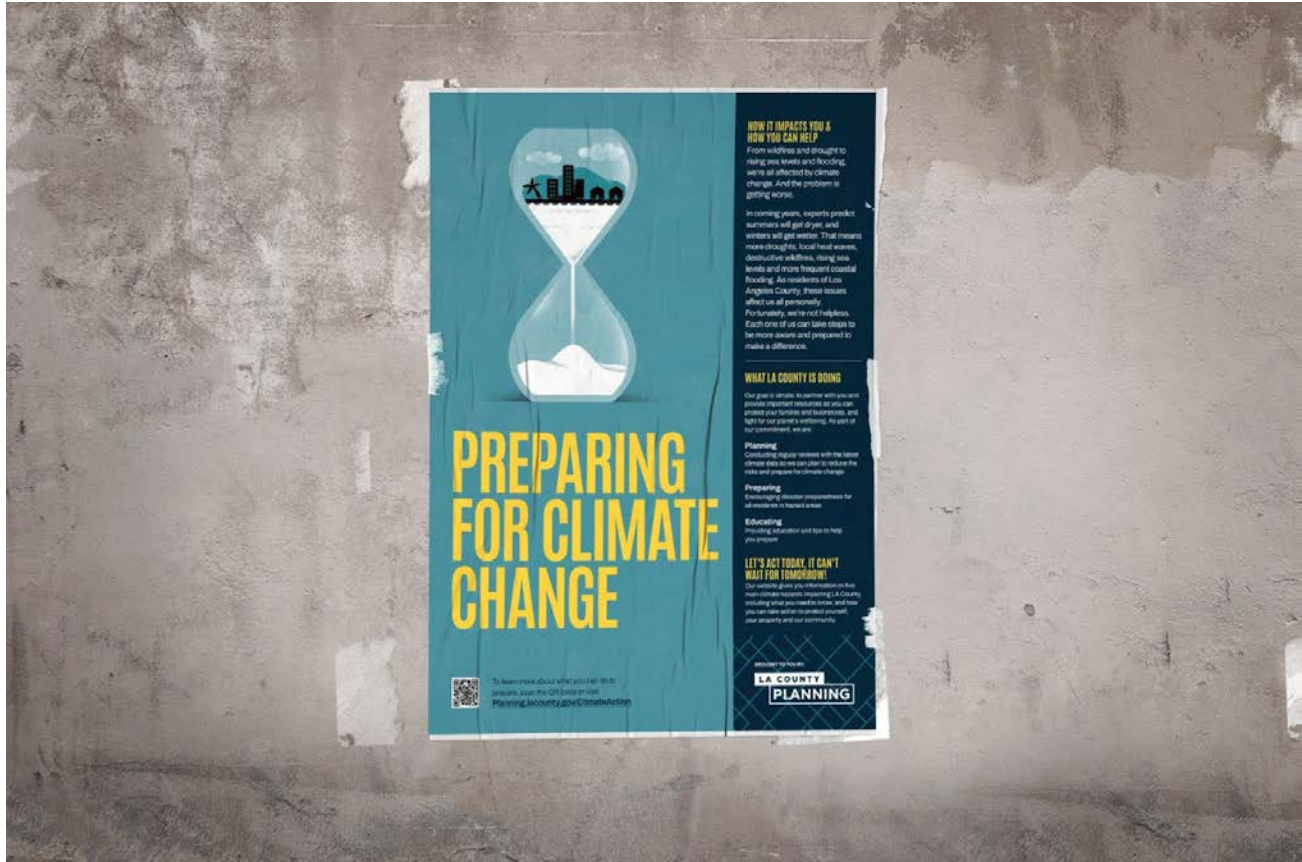
PROJECT NAME	CLIENT	COMPLETED	CONTACT
LACDRP Branding	LA County Planning 320 W Temple St, Los Angeles, CA 90012	2021	Iris Chi, AICP, Planner ichi@planning.lacounty.gov (213) 974-6411 320 West Temple Street Los Angeles, CA 90012

DESCRIPTION OF WORK

WTC was responsible for the review of LACDRP's existing communication tactics and the development of the vision, a full rebrand of LACDRP including the logo, 100th-anniversary logo, tagline, visual language with a transition plan, design LACDRP's website assets (artwork only), and develop a style guide.

WTC identified LACDRP's core values based on surveys and interviews of stakeholders and staff. Collectively we built the brand on a new name, LA County Planning.





PROJECT NAME	CLIENT	COMPLETED	CONTACT
State of the City Graphics	City of Ontario 303 E. B Street Ontario, California 91764	2023	Economic Development Agency (909) 395-2000

DESCRIPTION OF WORK

For the annual State of the City event, we provided design services for the City of Ontario, collaborating with We The Creative (WTC) to enhance the existing design framework. By subtly evolving the established aesthetic, we implemented a cohesive look and feel across various campaign tactics, ensuring a visually engaging and unified presentation that resonates with the community.

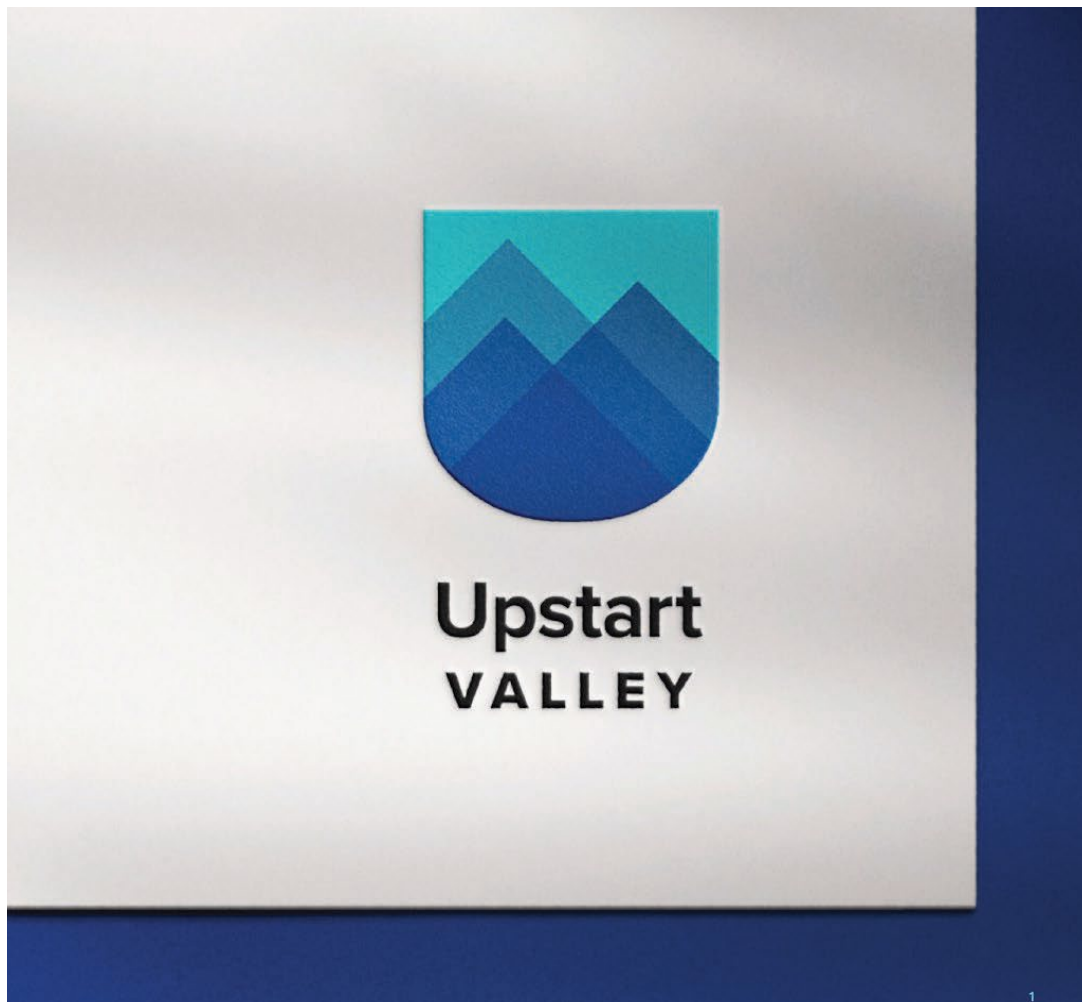


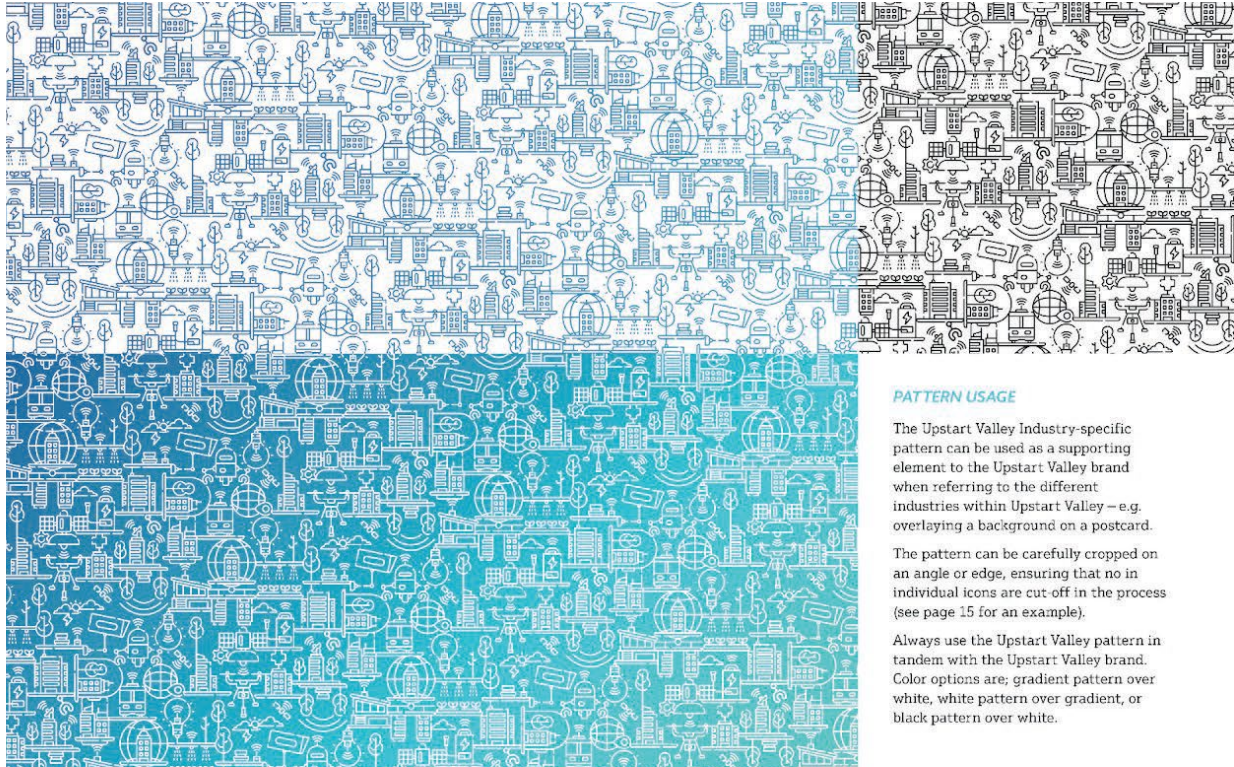


PROJECT NAME	CLIENT	COMPLETED	CONTACT
Upstart Valley Naming, Branding, Style Guide	City of Glendale 633 East Broadway Suite 201 Glendale, CA 91206	2021	Sandra Rodriguez Community Development Department (818) 548-2005 sanrodriguez@glendaleca.gov

DESCRIPTION OF WORK

The City of Glendale, Burbank and Pasadena wanted a collective identity to position the regional area as an innovation hub for technology, engineering, start-up, capital, entrepreneurship, and media companies. We The Creative helped create the name, logo, visual language and provided a style guide to help the cities manage the brand. Based on evaluating the key attributes of the three cities WTC decided to focus on the intersection of technology, entertainment and education.



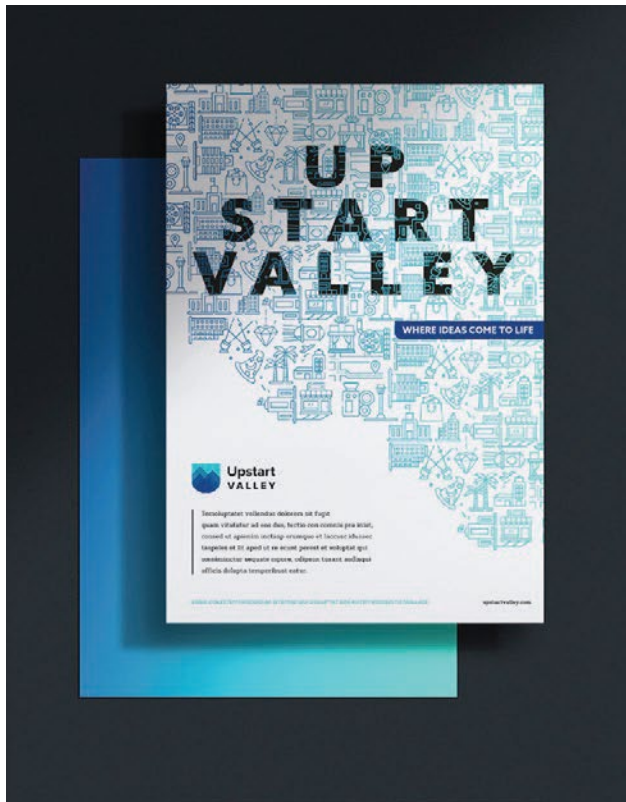


PATTERN USAGE

The Upstart Valley Industry-specific pattern can be used as a supporting element to the Upstart Valley brand when referring to the different industries within Upstart Valley – e.g. overlaying a background on a postcard.

The pattern can be carefully cropped on an angle or edge, ensuring that no individual icons are cut off in the process (see page 15 for an example).

Always use the Upstart Valley pattern in tandem with the Upstart Valley brand. Color options are; gradient pattern over white, white pattern over gradient, or black pattern over white.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
Branding and Style Guide	City of Santa Monica	2019	Debbie Lee, Chief Communications Officer (310) 458-8301, E Debbie.Lee@smgov.net

DESCRIPTION OF WORK

WTC was responsible for evolving the current logo, determining the color palette, fonts, and the components of the brand.





PROJECT NAME	CLIENT	LOCATION
City of the Arts Logo Evolution	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628	Laurette Garner, Arts Specialist Parks & Community Services (714)754-5322, laurette.garner@costamesaca.gov

DESCRIPTION OF WORK

Evolve the existing City of Costa Mesa logo to be considered by council.



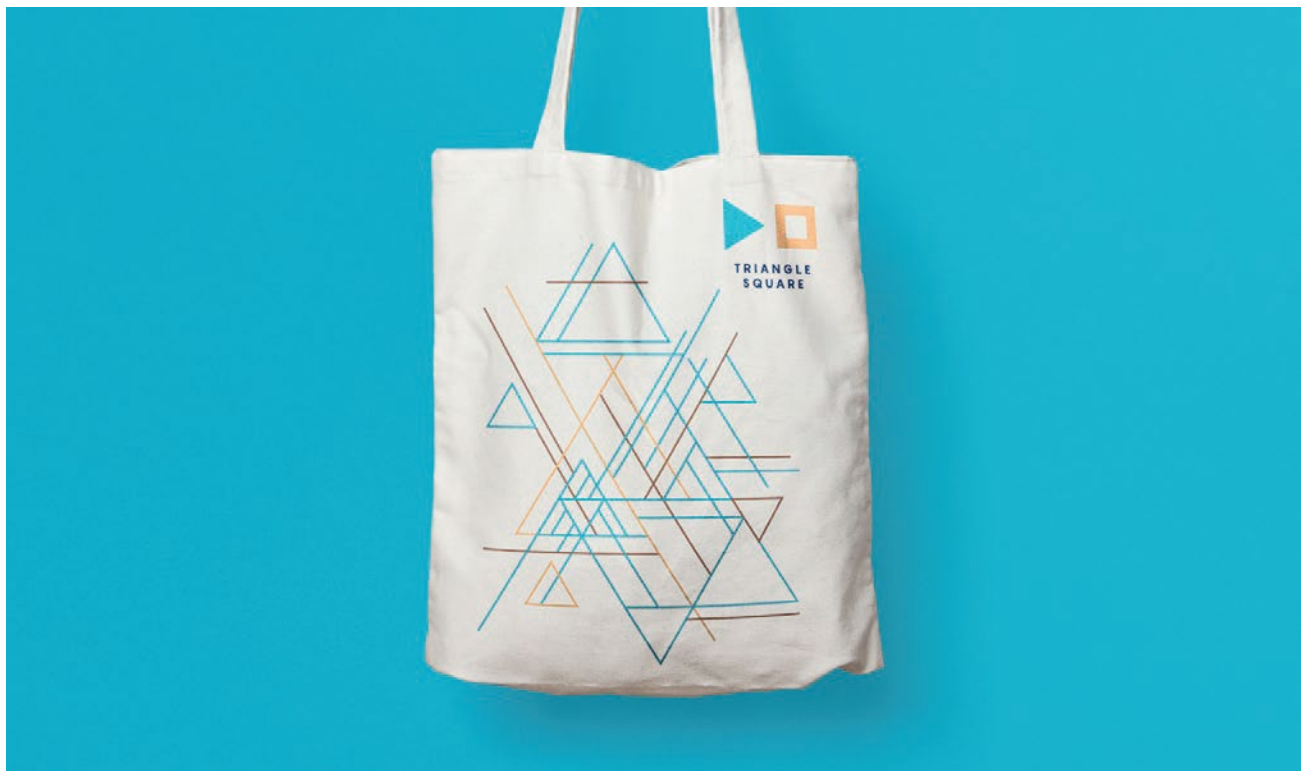
PROJECT NAME	CLIENT	COMPLETED	CONTACT
Triangle Square Marketing	Triangle Square 1870 Harbor Blvd, Costa Mesa, CA 92627	2019	Anais Tange A.T. Connection 1835 Newport Blvd. A109 - 239, Costa Mesa, CA 92627 anais@atconnections.co (949) 274-3214

DESCRIPTION OF WORK

We were responsible for the branding, marketing, and social media for Triangle Square, Costa Mesa. We did a deep dive into The Triangle brand through research, competitive audits and interviews with key executives, city officials, vendors, tenants, and community members. In discovery we developed the strategy and position of The Triangle.







Community Outreach: Independence Day Celebration

This allowed the person to grasp the "play" and "stop" concept.

300+ conversations
125+ pins handed out
60+ email addresses gathered



PROJECT NAME	CLIENT	LOCATION
City of Visalia Rebrand	City of Visalia 707 W. Acequia Ave. Visalia, CA 93291	Colleen A. Moreno, MPA, Human Resources Analyst (559) 713-4318, Colleen.Moreno@visalia.city

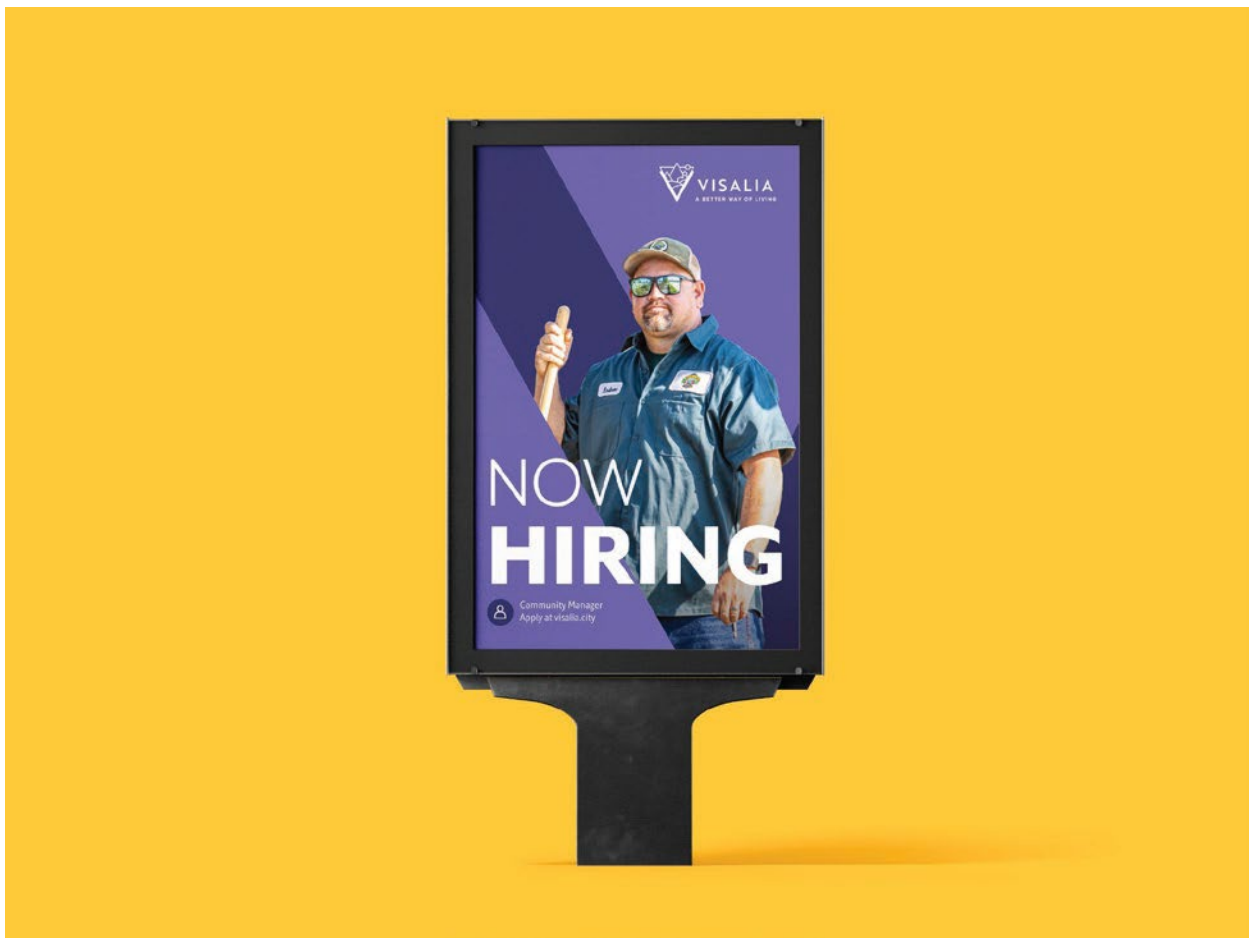
DESCRIPTION OF WORK

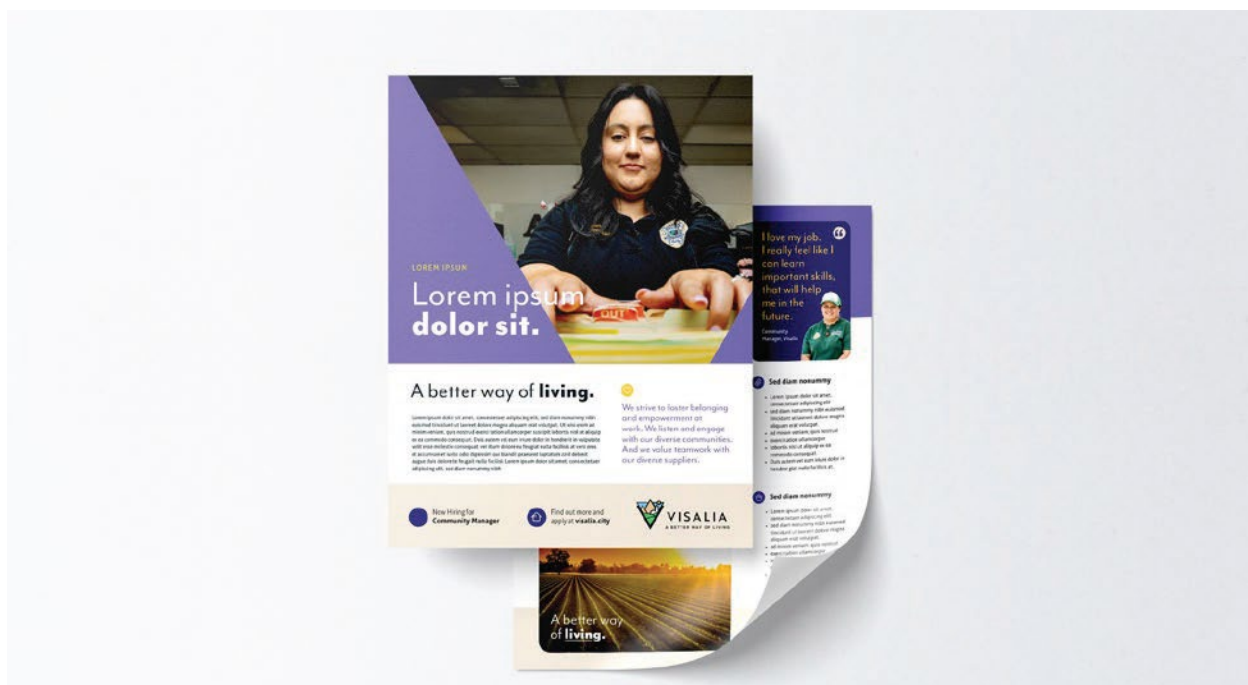
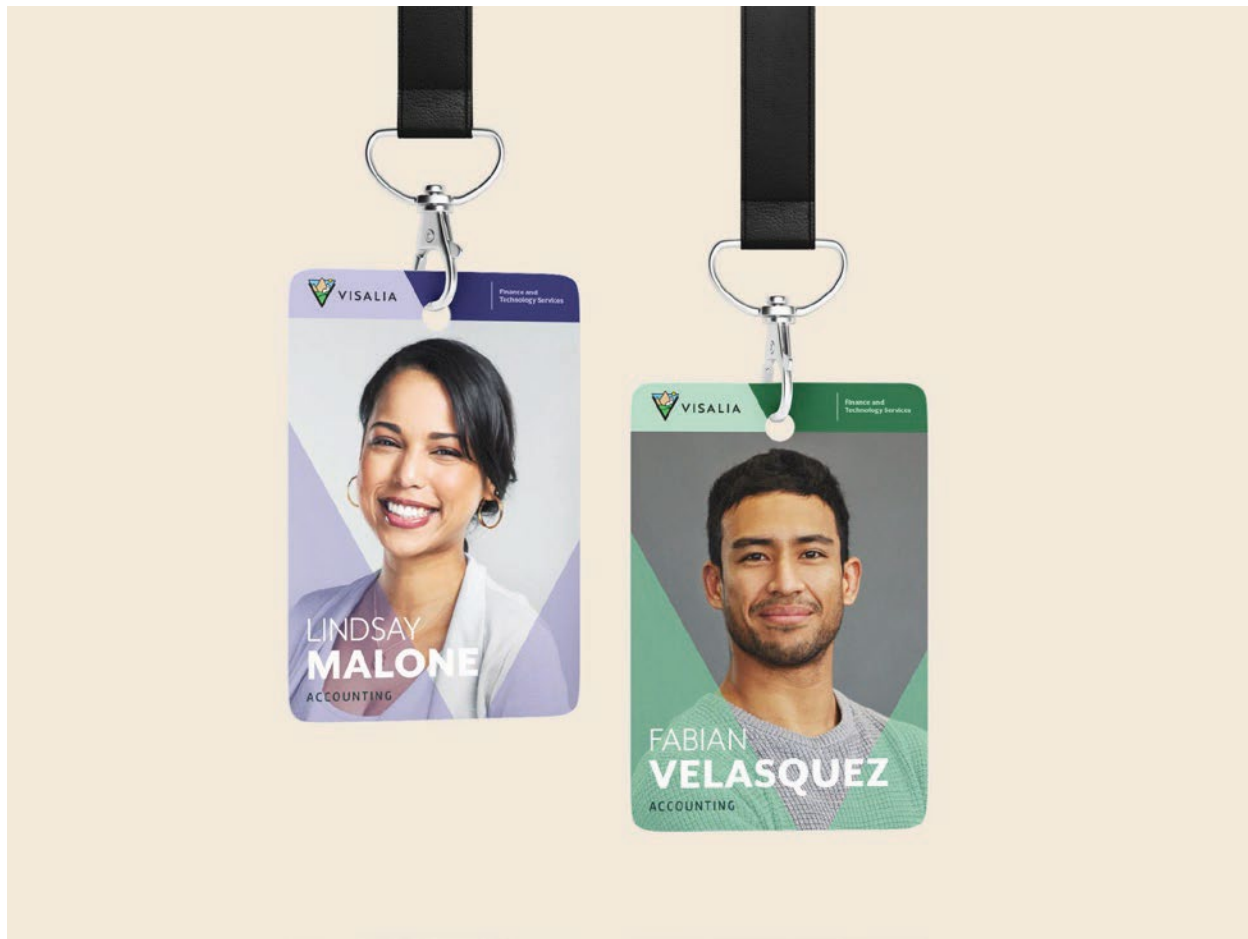
We The Creative aims to demonstrate their strategic approach to enhancing the City of Visalia's reputation as an employer of choice and a desirable place to live. By emphasizing the positive aspects of working for the City and residing in Visalia, their goal is to instill a sense of pride among residents and workers while advancing recruitment success in a competitive landscape.

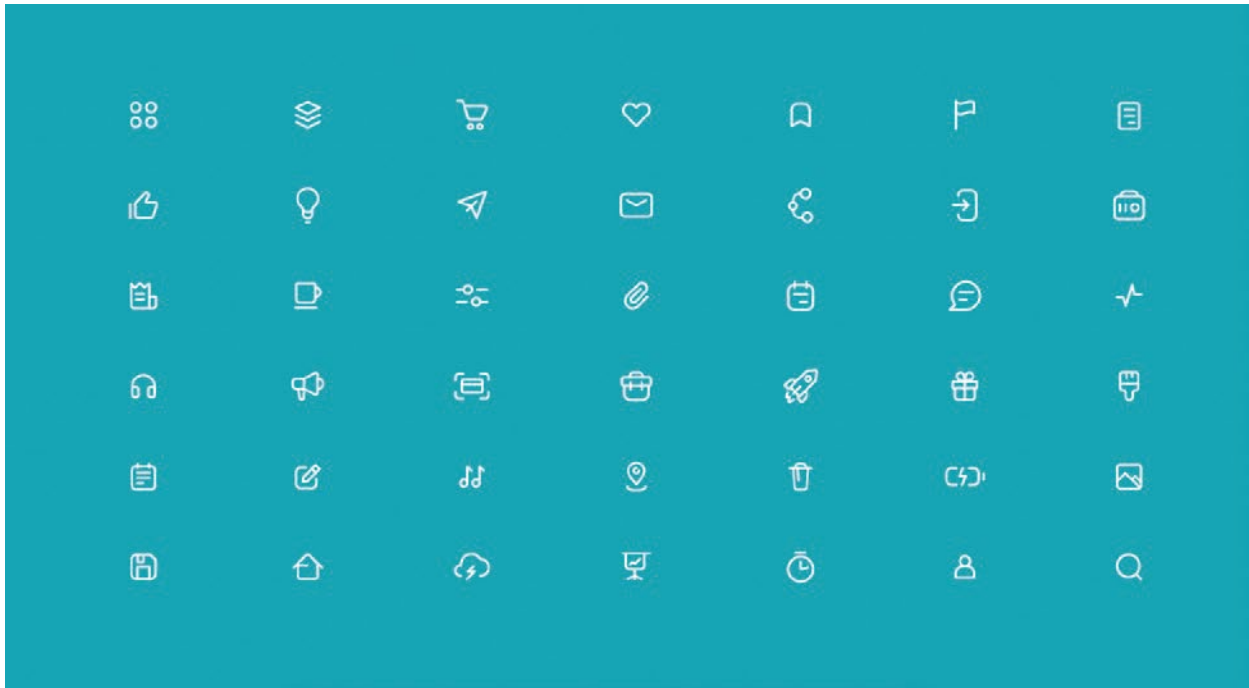
The new brand, crafted by We The Creative, will be flexible and adaptable, catering to various departments and municipal functions, and will resonate authentically with citizens, employees, and community groups. Through creative elements such as design concepts, messages, taglines, and wordmarks, We The Creative will support the overall brand initiative and contribute to the city's continued success and growth.

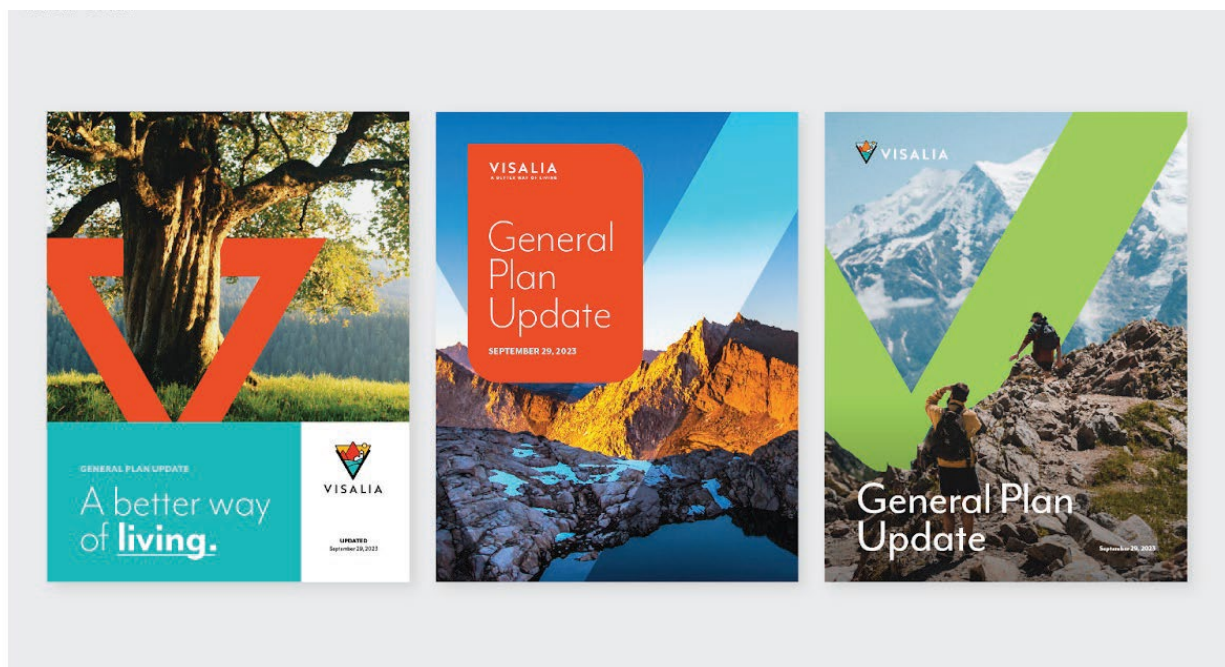
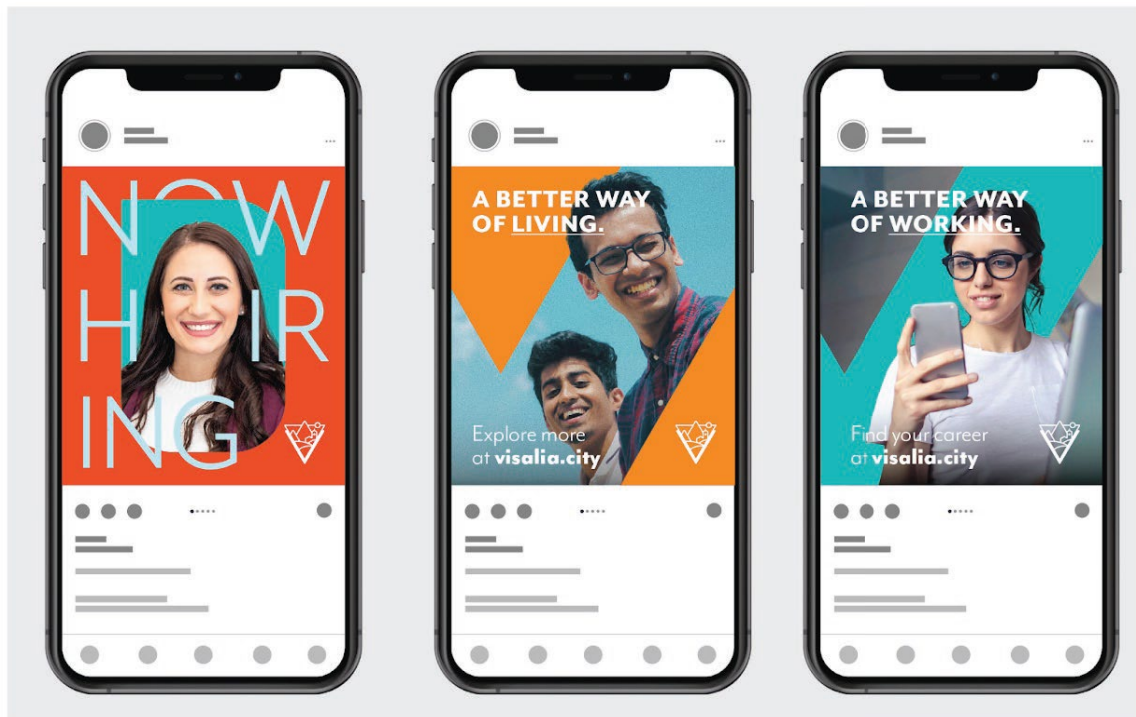


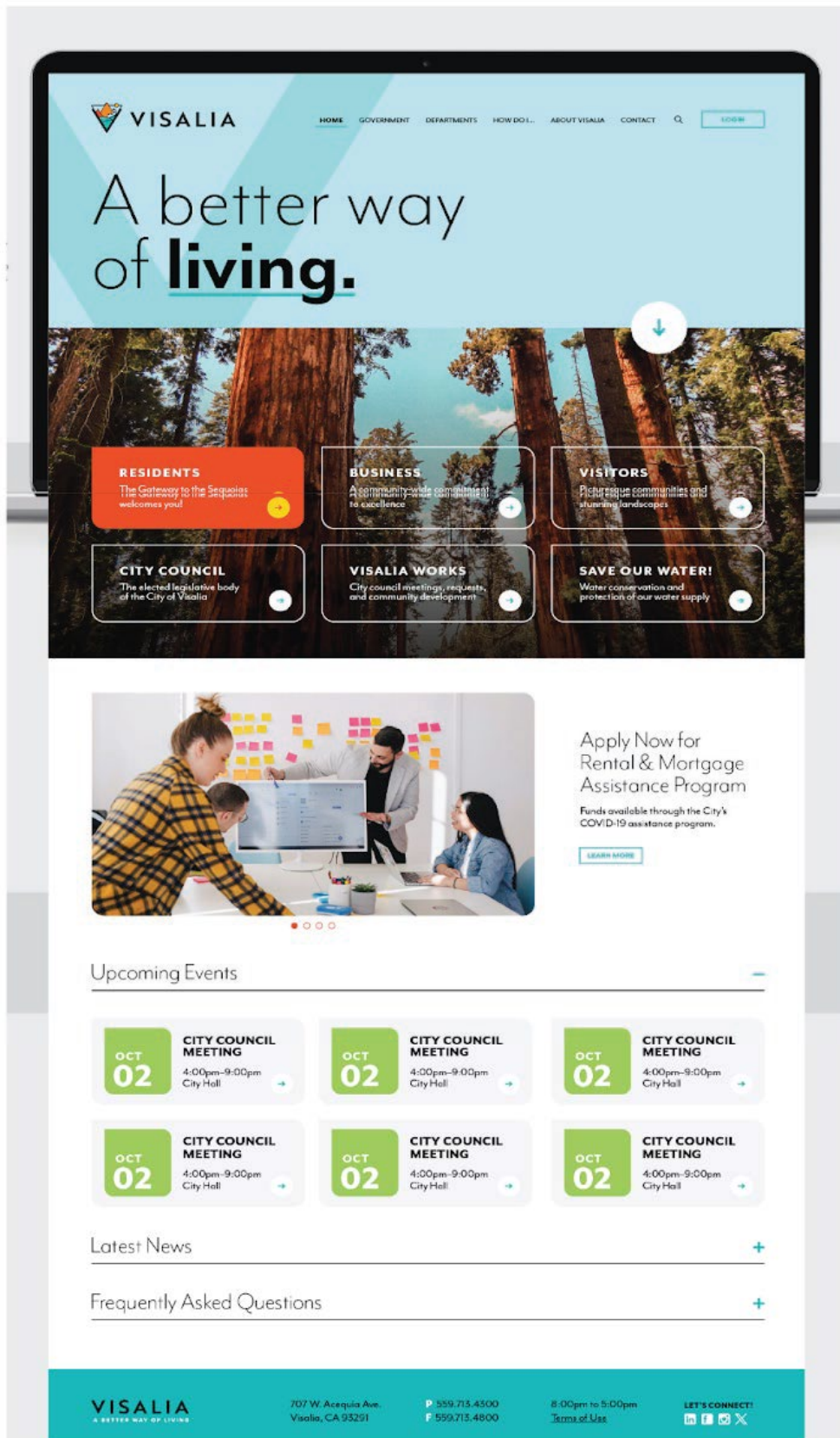






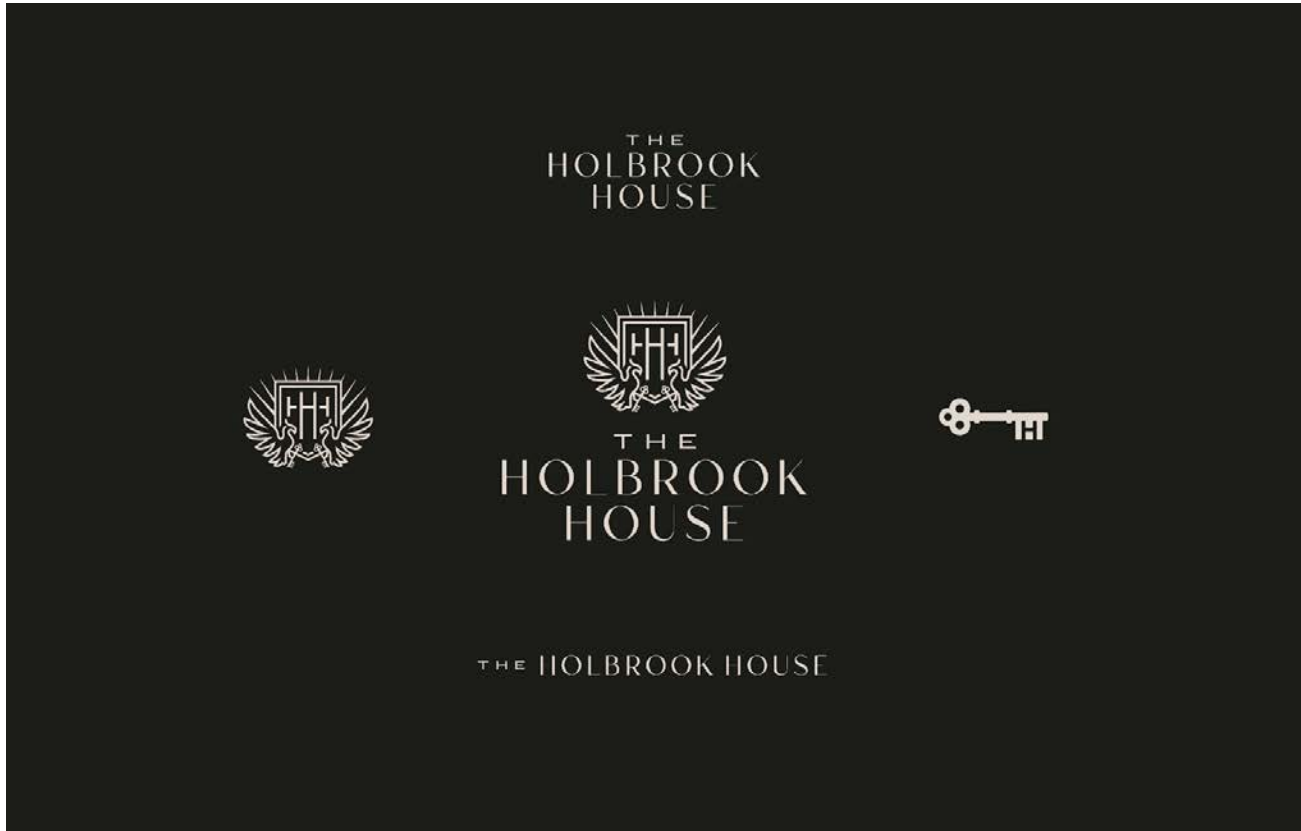


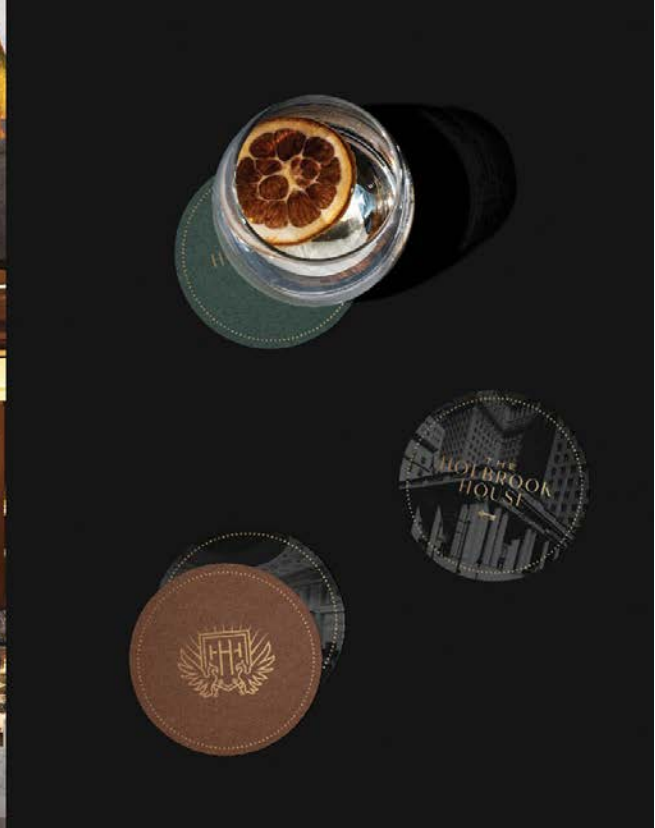


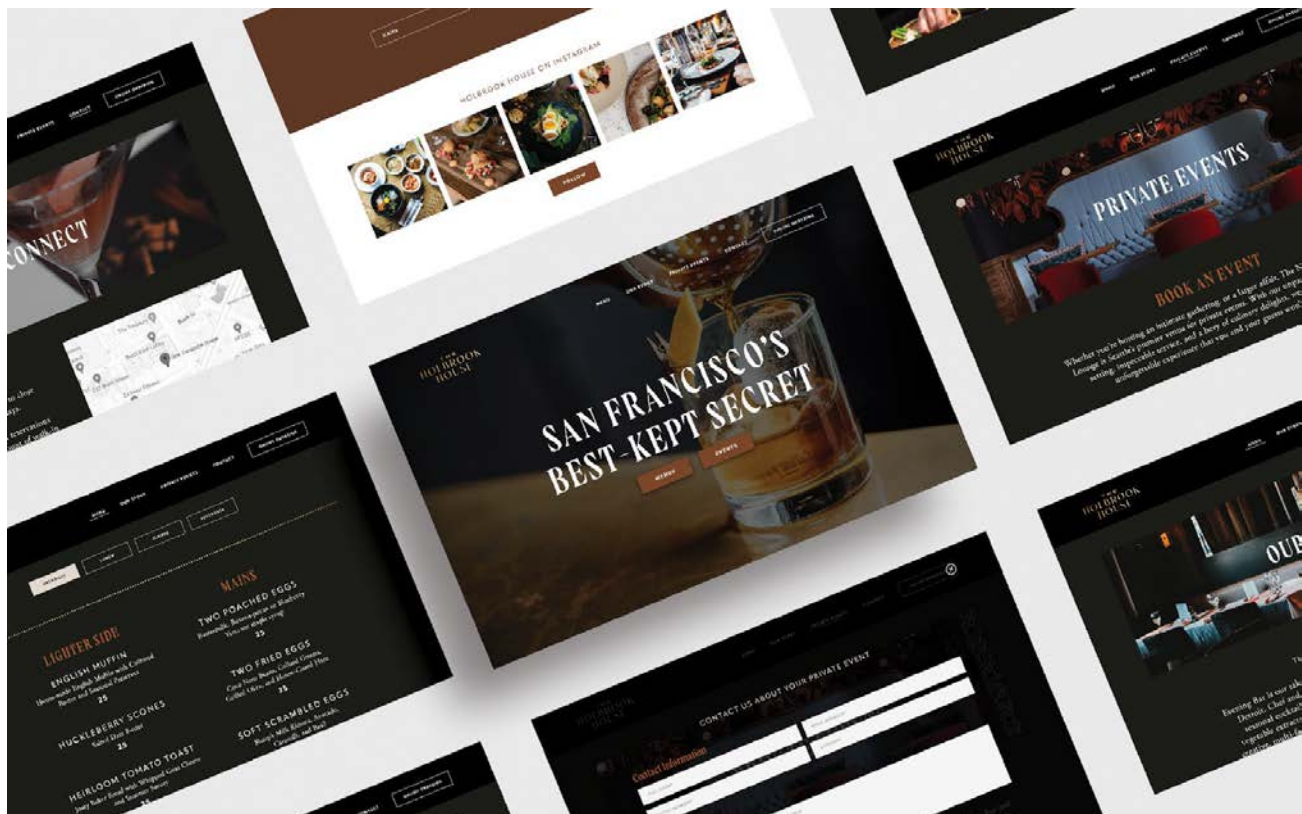
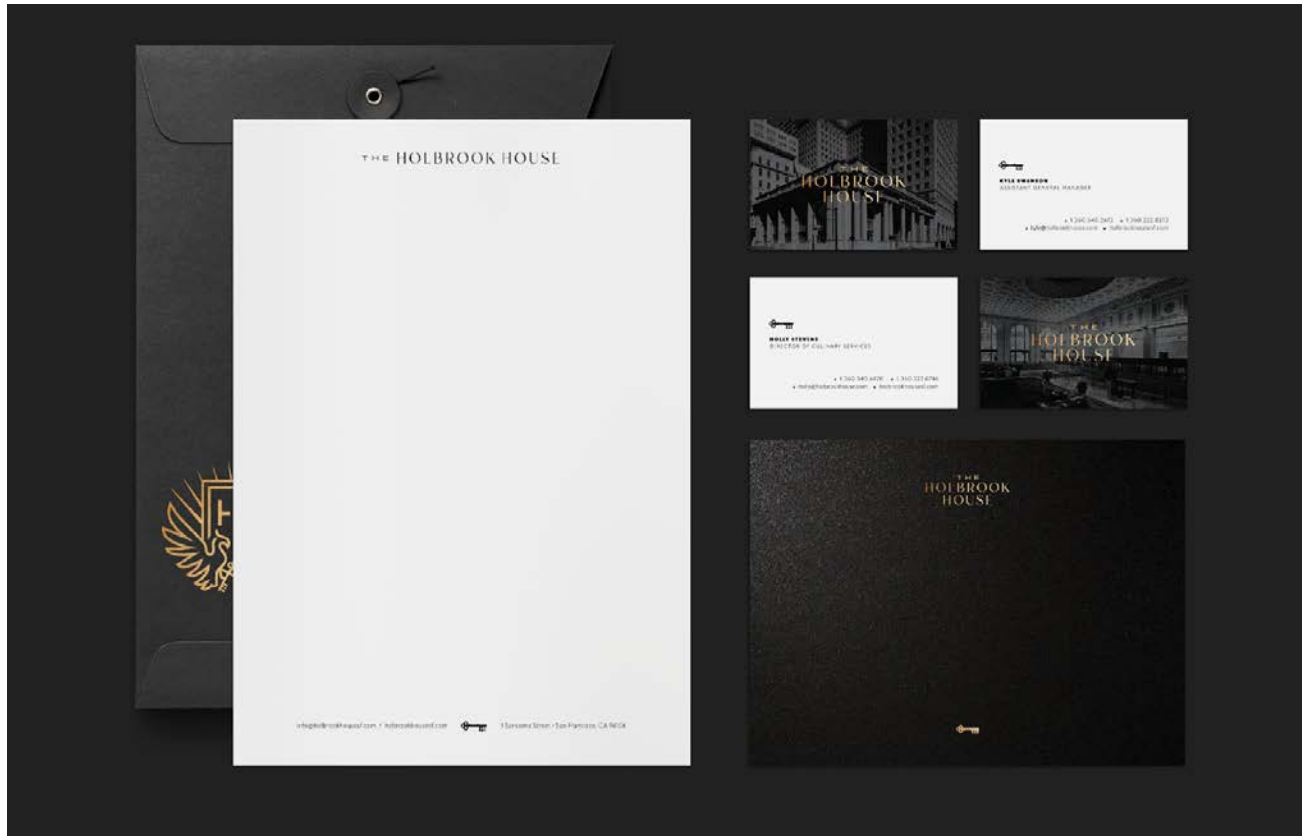




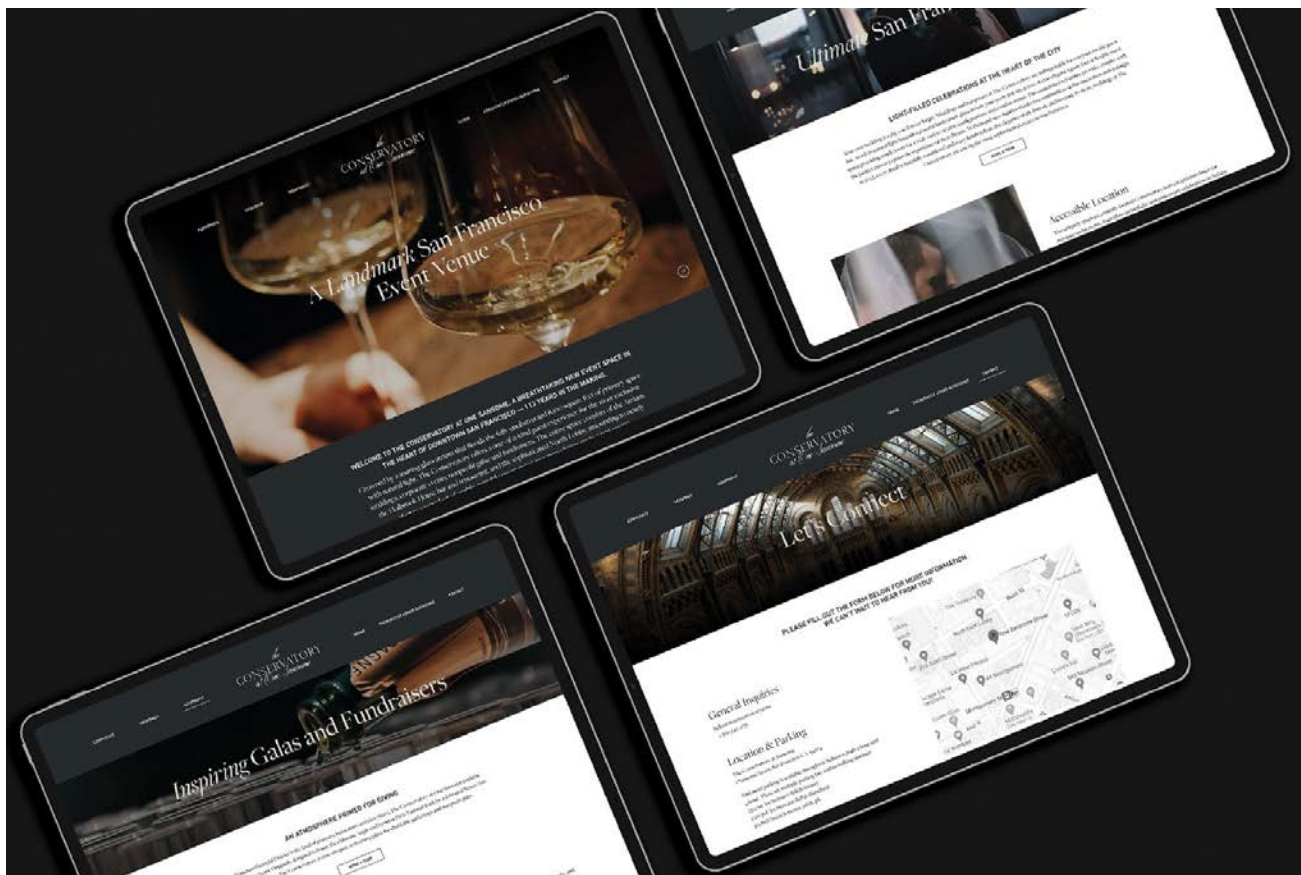
CLIENT	DESCRIPTION
The Conservatory at Sansome and The Holbrook House	We The Creative tackled the rebranding of two prominent locations in San Francisco's financial district: The Conservatory at Sansome and The Holbrook House Brand. Their challenge was to refine the brand identities and establish a strong online presence. For The Conservatory, We The Creative created a striking logo and developed a custom website. For The Holbrook House, they crafted a distinctive brand identity and designed essential marketing materials. Both locations experienced increased visibility and patronage, thanks to We The Creative's cohesive brand identities and effective online platforms.











PROJECT NAME	CLIENT	COMPLETED	CONTACT
Naming & Branding	Bay Area Air Quality Management District	2024	Tina Landis, Public Information Officer (415) 749-8649, tlandis@baaqmd.gov

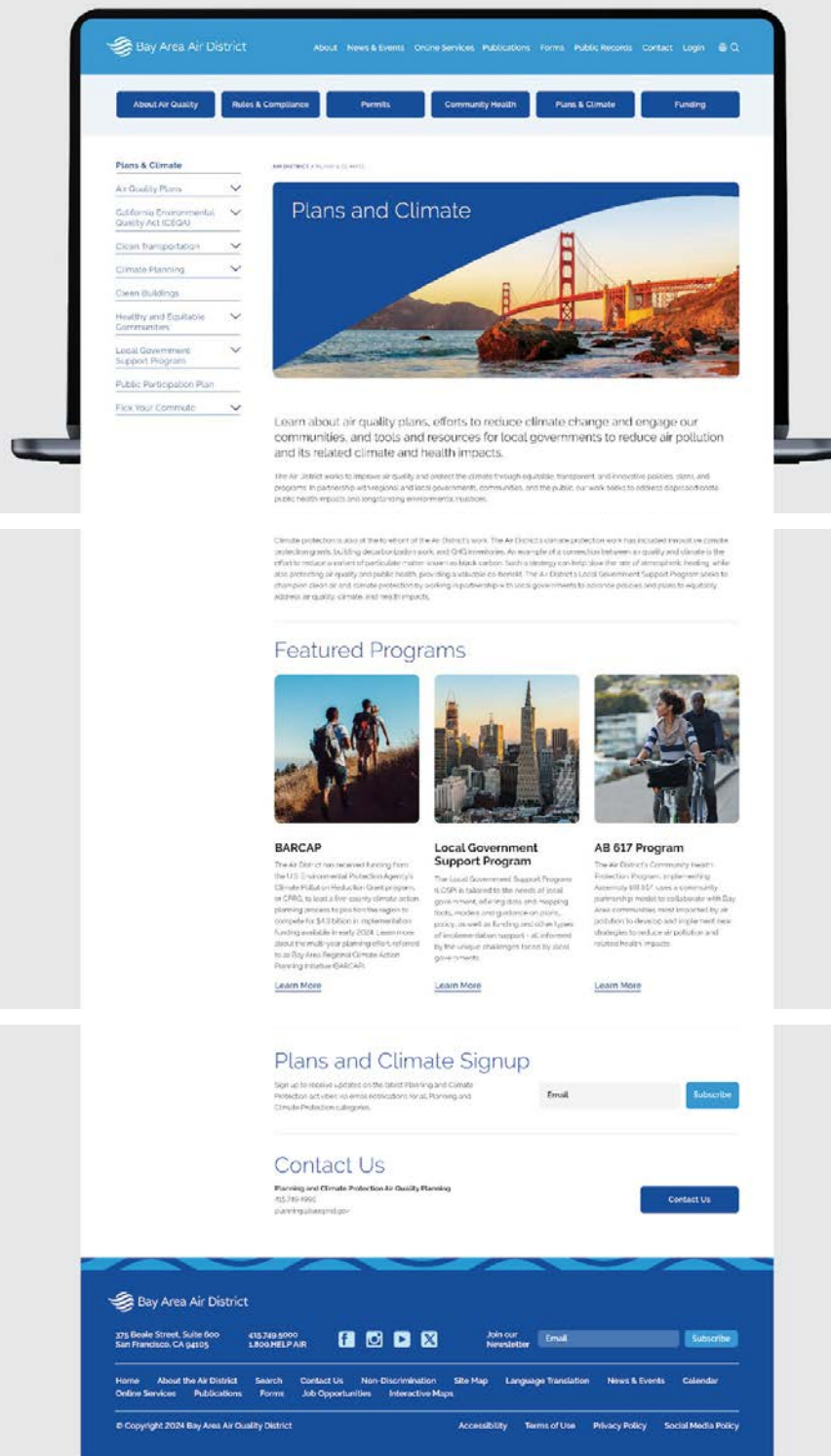
DESCRIPTION OF WORK

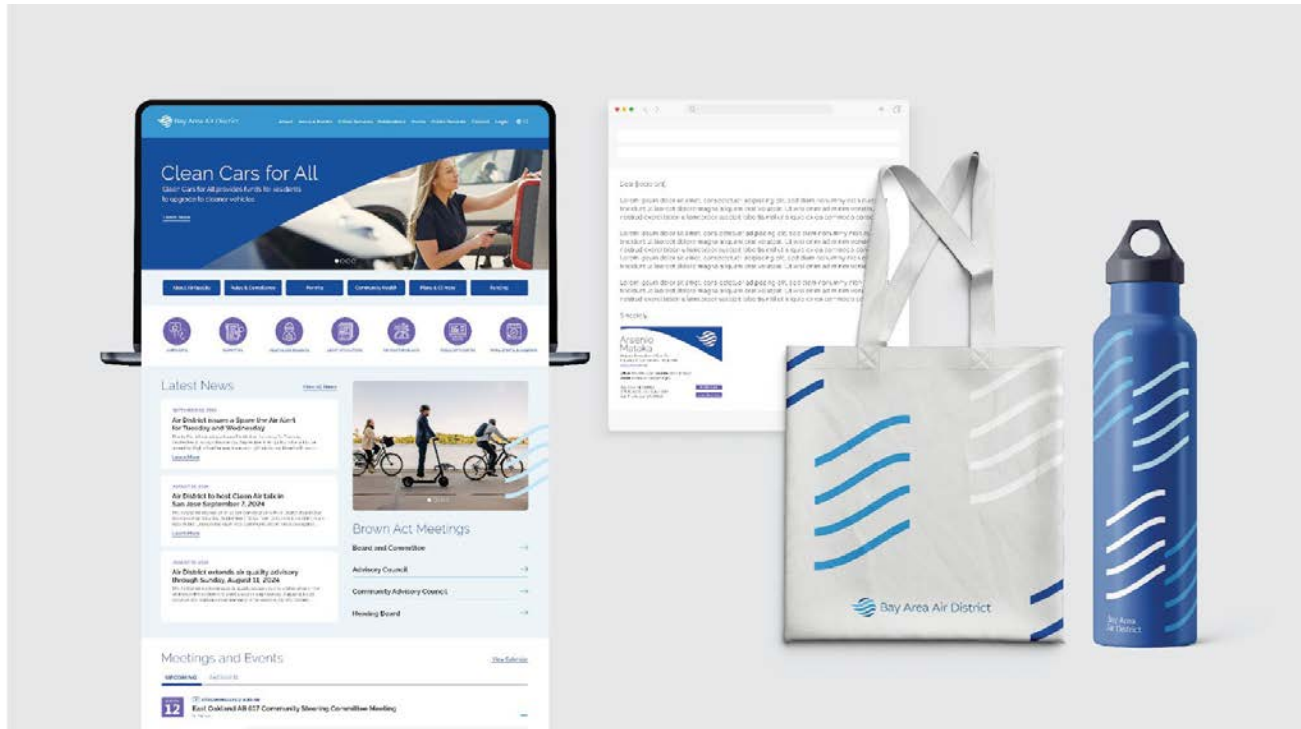
We The Creative (WTC) led the rebranding and renaming initiative for the Bay Area Air Quality Management District, now known as the "Air District." Our role encompassed developing a cohesive visual language, conducting a brand audit, and helping to redefine the organization's identity. Key deliverables include a logo redesign, messaging framework, and tailored creative elements for target audiences. We provided essential assets such as stationery, email signatures, social media templates, promotional items, and web designs, all supported by a robust strategic development plan.

Throughout this process, we emphasized the Air District's core values of excellence, leadership, collaboration, dedication, and equity. The rebrand ensures that the new name and visual identity resonate with both internal and external communities, guiding the organization towards its future goals with a long-term implementation roadmap.



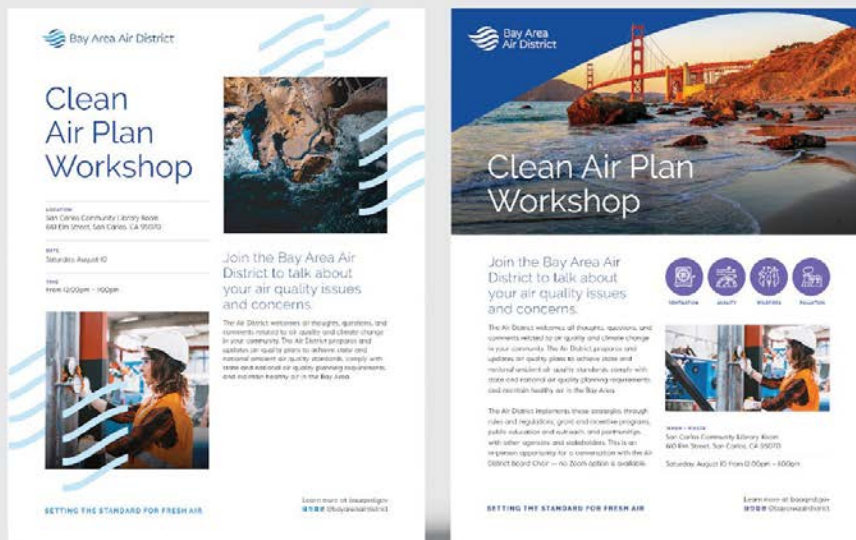
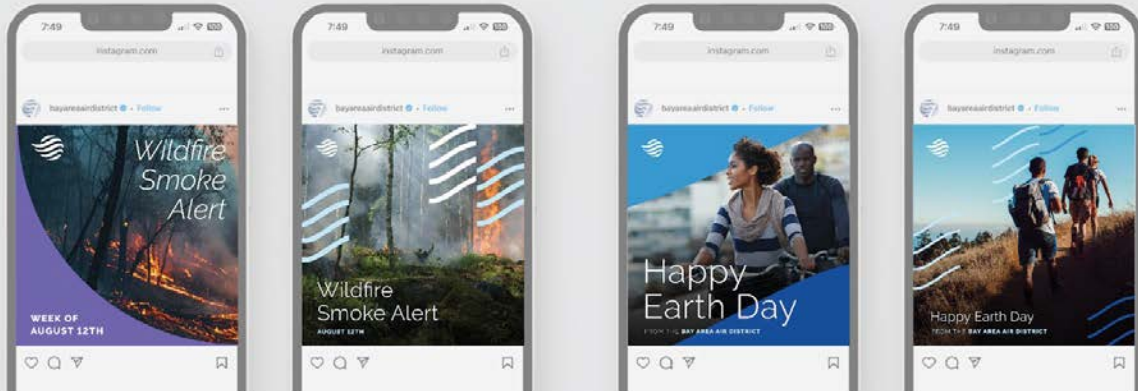












JOVEN OROZCO President & Chief Creative Officer (Key Staff)



Joven integrates the fundamental understanding of business goals and objectives with precise creative solutions to produce and deliver accurate products. He provides strategic supervision on all client projects from initial discovery to final delivery. Joven always works hard to remain fresh, competitive and ahead of the market.

GOVERNMENT EXPERIENCE

15 Years: City of Aliso Viejo, City of Anaheim, City of Carlsbad, City of Costa Mesa, City of Hayward, City of Irvine, City of Long Beach, City of Palo Alto, City of San Buenaventura, City of Santa Monica, John Wayne Airport, Los Angeles County, Los Angeles World Airports, Omnitrans of San Bernardino, Orange County Council of Governments, Orange County Transportation Authority, Sonoma County, Van Nuys Airport

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 1995

EXPERIENCE

07/95 - Present

Chief Creative Officer, Jovenville, LLC/We The Creative, 27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Team leader responsible for strategic and creative direction for all projects and to oversee all work through production and delivery

07/96 - 01/00

Partner, Joken Industries 2814 Lafayette Ave., Newport Beach, CA 92663

Duties: Responsible for creative development, sales and marketing

09/96 - 05/97

Typography Instructor, Cal State University, Fullerton, 800 N. State College Blvd., Fullerton, CA 92831

Duties: Responsible for class structure and nurturing students to become good designers who understand the importance and fundamentals of type

CLUBS / ORGANIZATIONS

AIGA Orange County, Board Member, Vice President of Operations

Orange County Ad Federation, Member

AWARDS

Orange County Ad Club Judges Choice, AIGA OC Design Awards, Best of Show, OCPRSA, Best of Show, and How Magazine Best of Category



JILLIAN MARTINEZ Account Manager (Key Staff)



Jillian works closely with clients and internal teams to best meet client needs. Her responsibilities encompass administration, project tracking, research and handling budgets as well as composing client correspondence, creating presentations and maintaining contact lists.

GOVERNMENT EXPERIENCE

3 Years: City of Lancaster, City of Long Beach, City of Santa Monica, John Wayne Airport, Orange County Transportation Authority, Town of Danville, SunLine Transit Agency and Sonoma County

EDUCATION

Bachelor of Arts Communications: Advertising, California State University, Fullerton, 2017

EXPERIENCE

07/18 - Present

Jovenville, LLC/We The Creative

27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Responsible for client services and traffic for all projects. Works closely with all clients with the ability to understand client needs and get projects done on time and within budget.

10/17 - 05/18

Digital Marketing Specialist, Your Marketing People

200 Spectrum Center Dr Suite 300-B, Irvine, CA 92618

Managed different client accounts on social media, website content, email marketing, SEM campaign creation and copywriting. Managed and assigned tasks to myself and coworkers for clients' projects through Asana and participated in weekly meetings. Created and edited email marketing campaigns through marketing automation tools like Dotmailer, Marketo, and MailChimp. Built social media campaigns, create and manage social media calendars, create content, and edit pictures in Photoshop for clients. Read clients' Google Analytics and Google Ad Words reports.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Suite, Dotmailer, MailChimp, Google Analytics/Adwords, Marketo, Social Media, Microsoft Office



NYAH BOLGER Project Manager



Nyah is a dedicated project manager with extensive experience in large-scale commercial and private productions. After earning a bachelor's in Film and Digital Media from the University of California, Santa Cruz, she has led projects in video production, set design, 3D sculpture, and wardrobe consultation. Her work is characterized by clear communication, timely task execution, and a strong focus on customer and client care.

EDUCATION

Film and Digital Media, University of California, Santa Cruz, 2023

EXPERIENCE

05/24 - Present

Project Manager, Jovenville | Irvine, CA 92612

Duties: Responsible for graphic design projects from inception to completion. Negotiating and building relationships amongst team members and clients alike.

06/23 - Present

Vendor Manager/ Photographer, SOSO Supermercado, CA

Duties: Coordinate with vendors, marketing, photoshoots and videography, editing

06/18 - Present

Stylist Assistant, Los Angeles, CA

Duties: Email and coordination with clients and business partners, maintain and build relationships with designers and studios, organize shoots and outfit for sets, checking and cataloging financials

05/21 - 07/21

Production Assistant, Paramount | Los Angeles, CA

Duties: Budget management, inventory, organization



KIANA OROZCO Project Manager



Kiana Orozco, with a background in Political Science and Journalism, has honed her skills in developing and executing strategic plans, team management, and delivering top-tier content during her tenure as a Reporter and Audio Specialist at NAZToday and KJack Radio. Equipped with advanced research and writing abilities, she stands out in collaborative management, customer service, and multitasking, showcasing her leadership prowess.

EDUCATION

Political Science and Journalism, Northern Arizona University - Flagstaff, Arizona 2023

EXPERIENCE

03/24 - Present

Jovenville, LLC/We The Creative

27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675

Duties: Responsible for graphic design projects from inception to completion. Negotiating and building relationships amongst team members and clients alike.

01/22- 05/23

Audio and Camera Specialist, NAZToday

Flagstaff, Arizona

Duties: Created newsworthy packages using Adobe software

Effectively managed new students on how to operate audio and cameras during shows

01/22- 05/23

Radio Host / Social Media Manager, KJack Radio

Flagstaff, AZ

Duties: Managed a team of 10 students to create weekly social media content

Collaborated with colleagues on assignments

01/21- 12/21

Director of Public Relations - Alpha Delta Pi Sorority

Flagstaff, AZ

Organized and promoted events that boosted morale and retention

Created engaging content for multiple platforms while upholding the sorority's values

Served as primary liaison between the executive board and active members



ANDREA PINA GONZALEZ Project Manager



With over 4 years of experience as a Project Manager, fluent in both Spanish and English, she has a strong ability to leverage technology or create tools to ensure the successful execution of any project. Her multilingual skills and technical expertise have consistently driven results in diverse environments.

EDUCATION

International Business Management Degree, Tecnológico de Monterrey, Campus Santa Fe CDMX, December 2018

EXPERIENCE

03/24 - Present

Jovenville, LLC/We The Creative

27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675

Duties: Responsible for graphic design projects from inception to completion. Negotiating and building relationships amongst team members and clients alike.

08/19 - Present

Logistics Supervisor, BFSI

Duties: Managing customers operations agenda, by supporting Pepsico's beverages export from US to the Caribbean and South America.

8/22- 12/23

Project Manager Sr. Coordinator in PMF

Duties: Project Manage all Quaker's BU needs; executing specific strategies focused on increasing Net Revenue for the entire BU.

01/21 - 07/22

Project Manager, PMF

Duties: Project Manager leading and developing projects that were needed in order to reach solutions to the business needs, such as re-sizing SKUs in the portfolio, innovations (new products) and re-formulations for 3 BU's needs: Gamesa, Quaker and Sonric's.



ANDY RUIZ Creative Director (Key Staff)



Andy works professionally in tandem with his education. He has gained valuable on-the-job practical experience to supplement textbook knowledge with his work on concept-driven branding and marketing campaigns. As a passionate designer, he continues to challenge himself by making visually-compelling designs that are both purposeful and solution-oriented.

GOVERNMENT EXPERIENCE

6 Years: City of Anaheim, City of Costa Mesa, City of Hayward, City of Lancaster, City of Long Beach, City of Palo Alto, City of Santa Monica, John Wayne Airport, Los Angeles County, Marin Transit, Orange County Transportation Authority, SunLine Transit Agency, Sonoma County

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 2015

EXPERIENCE

04/15 - Present

Jovenville, LLC/We The Creative, 27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675

Duties: Works closely with design team to carry out designs across a variety of mediums.

04/15 - 06/15

Graphic Design Assistant, CSUF Mihaylo College of Business and Economics

Focused on print-driven projects. Collaborated with lead designer and marketing manager. Work on large college campaigns and projects from concept to design and production.

12/09 - 02/13

Graphic Designer, Komet Creations LLC

Responsible for print projects, consisting of product catalog and ads. Maintained website and designed monthly eblast. Developed and designed plush products. Photographed all product images.

Communicated with art directors of major corporations to produce licensed products.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, Acrobat, Indesign, Microsoft Office, Macromedia Dreamweaver, Fireworks, Flash, and Quark Xpress

CLUBS / ORGANIZATIONS

AIGA Orange County, Member

AWARDS

Orange County Ad Club Judges Choice, AIGA OC Design Awards, Best of Show, OCPRSA, Best of Show, and How Magazine Best of Category



CECILIA BOLETTA Graphic Designer & Production Artist



Cece is a highly creative and computer-savvy production artist with exceptional design and graphics expertise. With a proven track record of collaborating with numerous clients, she has played a crucial role in delivering successful content design solutions.

EDUCATION

Universidad Blas Pascal, Graphic Design

EXPERIENCE

2022 - Present

Jovenville, LLC/We The Creative, Graphic Designer

Duties: Design and develop collateral materials for print and digital media. Project and production management.

2015 - 2017

Avilasoto Design group, Graphic Designer

Design and develop collateral materials for print and digital media from project inception through completion



THIAGO LOPES Graphic Designer



An accomplished graphic designer and illustrator with a Bachelor's degree in Design from Centro Universitário Belas Artes in São Paulo, as well as a specialization in Editorial Design from Senac. With 17 years of experience working on a diverse range of projects, including editorial publishing, brand identities, illustration, website layouts, 2D animation, and online and offline advertising.

EDUCATION

Centro Universitário Belas Artes, Graphic Design

Post Graduate: SENAC, Editorial Design

EXPERIENCE

08/23 - Present

Jovenville, LLC/We The Creative, Graphic Designer

Duties: Delivering branding solutions, visual concepts, illustrations, UI designs, and designs for advertising campaigns, annual reports, and storyboards.

01/22 - 8/23

Estudio Kiwi, Creative Advisor

Duties: Set the creative direction and vision for projects, provide guidance, support, and mentorship to designers, allocate resources, set project timelines

05/23- 10/23

Modular, Ink., Senior Graphic Designer

Duties: Developed visual identities, brand guides, illustrations, newsletters, social media content, annual reports, newspaper ads, and more.



NAOMI PEARSON Marketing Strategist



Naomi has demonstrated success in identifying marketing opportunities and developing sound and actionable strategies that help companies identify and reach their target audiences through both traditional and digital mediums.

EDUCATION

University of CalgaryUniversity of Calgary

Bachelor of Arts, Communications Bachelor of Arts, Communications, 1994 - 1997

EXPERIENCE

2018 - Present

Naomi Pearson Consulting Co

Duties: Provide research and insight-based approach to brand and marketing strategy development to clients and support plan execution.

2016 - 2017

Deloitte CanadaDeloitte Canada, Calgary, Canada Area

Senior Marketing Manager (1 year contract)

2003 - 2011

Manager, Marketing Communications

ENMAX

Responsible for the development and execution of the marketing strategy and budget with the emphasis on digital, including paid media, CRM strategy, merchandise release calendar, content production and brand partnerships.

SKILLS

A believer in taking the time upfront to research, employ customer insights, and properly plan a strategy, Naomi has developed B2B and B2C brand and marketing strategies for corporations such as Deloitte, ENMAX Energy and Eaton Corporation (Fortune 500) as well as non-profits including ACAD and the Calgary Performing Arts Centre.

She has a passion for helping organizations identify their audiences and communicate their unique stories and differentiators to increase sales, engagement, and client retention. She executes plans with precision and understands the importance of the small details.



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.

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.

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.



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
Gus Hernandez, Director of Parks & Recreation

SUBJECT: ORDINANCE NO. 1154 – ADDING SECTION 10.24 (NAMING OF PUBLIC FACILITIES AND STREETS) TO CHAPTER 10 (GENERAL PROVISIONS) OF TITLE I (GENERAL PROVISIONS) OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA

DATE: January 21, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 2) Introduce by title only and waive further reading of Ordinance No. 1154: An Ordinance of the City of Santa Fe Springs Municipal Code relating to the Naming of Public Facilities and Streets; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Currently, the Santa Fe Springs Municipal Code (SFSMC) is silent on the procedures for naming public facilities, streets, and other municipal properties. Staff recommends the proposed Ordinance (Attachment A) to define and identify those procedures:

Ordinance No. 1154

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- Key Changes:
 - o Add Section 10.24 (Naming of Public Facilities and Streets) to Chapter 10 (General Provisions) of Title 1 (General Provisions).
 - o Codification of clear procedures for naming and renaming.
 - o Inclusion of community input and structured nomination processes.
 - o Limitations on duplicative names for better distinction.
 - o Defined roles for the Department of Parks and Recreation, advisory committees, and City Council in the decision-making process.

ANALYSIS

The proposed Ordinance will create local standards for the naming of public facilities and streets. This Ordinance aims to establish a process for naming municipal properties.

ENVIRONMENTAL

This Ordinance is exempt from CEQA pursuant to the common sense CEQA exemption (CEQA Guidelines Section 15061(b)(3)) which provides that CEQA applies only to projects which have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. The amendments to the City’s Municipal Code will not have a significant effect on the environment.

DISCUSSION

The City of Santa Fe Springs has introduced Ordinance No. 1154, establishing a structured and equitable policy for naming public facilities and streets. This ordinance ensures that the naming process reflects community values, history, and culture while maintaining consistency and transparency.

Key Features:

1. Scope of Applicability:
 - a. Applies to parks, facilities, streets, and other municipal properties.
 - b. Excludes minor items such as benches and other similar amenities.
2. Eligibility Criteria:
 - a. Names may reflect:
 - i. Geographical locations or natural features.
 - ii. Historical events, landmarks, or cultural identities.
 - iii. Notable city themes, flora, or fauna.
 - b. Duplicative names are prohibited.
 - c. Names must be free of offensive or politically charged language.
3. Naming After Individuals:
 - a. Requires the individual to be deceased for at least two years unless a significant contribution warrants an exception.

Ordinance No. 1154

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- b. Individual contributions considered include:
 - i. Donations of land or funds.
 - ii. Voluntary or civic service improving the city's quality of life.
- 4. Procedural Framework:
 - a. Nomination Process:
 - i. Nominations submitted to the Department of Parks and Recreation with required documentation.
 - b. Review Process:
 - i. Recommendations from the Historical and Community Preservation Advisory Committee.
 - ii. Final approval by the City Council.
 - c. City Council members may initiate nominations directly, subject to unanimous approval.
- 5. Renaming Guidelines:
 - a. Renaming only under exceptional circumstances (e.g., correcting inaccuracies or addressing public safety concerns).
 - b. Community-backed requests require substantial support.

SUMMARY

Staff is recommending that the City Council approve and adopt Ordinance No. 1154 to effectuate the proposed amendments to the text of the City's Municipal Code and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

ATTACHMENT(S):

A. Ordinance No. 1154

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

ORDINANCE NO. 1154

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING SECTION 10.24 (NAMING OF PUBLIC FACILITIES AND STREETS) TO CHAPTER 10 (GENERAL PROVISIONS) OF TITLE I (GENERAL PROVISIONS) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE NAMING OF PUBLIC FACILITIES AND STREETS

WHEREAS, the City Council desires to establish a uniform and equitable policy and procedure for considering names for City parks, facilities and streets; and

WHEREAS, these policies and procedures shall apply to parks, buildings, plazas, streets, and other eligible municipal property; and

WHEREAS, the names implemented through this process shall aim to foster a shared sense of pride and belonging, while recognizing the unique attributes of these public spaces.

NOW THEREFORE, the City Council of the City of Santa Fe Springs does ordain as follows:

SECTION 1. Section 10.24 is hereby added to Chapter 10 of Title I of the Municipal Code of Santa Fe Springs to read as follows:

§ 10.24 NAMING OF PUBLIC FACILITIES AND STREETS

(A) Eligibility.

- (1) City owned parks including recreational or open space sites and trails.
- (2) City owned facilities including but not limited to athletic fields, large amenities, community centers, and recreational and sporting facilities.
- (3) Public city streets.
- (4) There shall be no duplicative naming of facilities or streets.
- (5) The provisions of this section shall not apply to the application of donor recognition of minor items such as benches, trees, water fountains, or similar items.
- (6) Private streets shall not be subject to provisions of this section.

(B) General Naming Criteria. The following may be deemed as appropriate naming nominations:

- (1) Geographical locations or natural features.
- (2) Adjoining subdivisions or streets.
- (3) Names of historical significance, such as an event, group, culture, landmark or place.
- (4) Names representative of the City's ethnic or cultural identity.

- (5) Outstanding features, design, or themes.
- (6) Native flora or fauna.
- (7) Appropriate Language. All nominations shall be free of vulgar, offensive, or politically charged language.

(C) Naming After Individuals. There may be instances in which a community member has demonstrated extraordinary contributions towards a specific municipal project or the City at large and is eligible for nomination.

- (1) To be considered for a naming opportunity, the individual must have been deceased for at least two years, unless the City Council deems it appropriate to take such action on the basis of a significant contribution, which warrants deviation from this guideline.
- (2) Individuals may only have one eligible facility and one street named after them.
- (3) Considerations:
 - (a) Donation of land or financial contributions to a specific facility.
 - (b) Contributed substantially and improved the quality of life in the City through:
 - (i) Voluntary work of outstanding contribution.
 - (ii) Service to local school, community, elected or appointed positions, nonprofit groups, or other community organizations.
- (4) Individual's legacy would be reviewed to ensure alignment of their character with the city's values.

(D) Procedures.

- (1) Nomination Filing. Any person, group, organization may submit a nomination for the consideration of naming a public facility or street. Nominations shall be filed to the Department of Parks and Recreation and must include the following:
 - (a) Completed nomination form.
 - (b) Supplemental documentation in support of the nomination.
 - (i) Supplemental documentation may include letters of support, resident signed petitions, newspaper clippings, maps, or any other significant evidence of eligibility.
- (2) Department of Parks and Recreation Review. Upon receipt of a nomination request, the Department of Parks and Recreation shall review the request as follows:
 - (a) Confirm completion of the appropriate nomination form and supplemental documentation submitted.
 - (b) Assess compliance with the Naming Criteria of subsections 10.24 (B) and 10.24 (C).
 - (c) Make a recommendation to the Historical and Community Preservation Advisory Committee for their review.
- (3) Historical and Community Preservation Advisory Committee Review. Upon receipt of a nomination from the Department of Parks and

Recreation the Historical and Community Preservation Advisory Committee shall review the request as follows:

- (a) Hold a public hearing considering the nomination request and providing a recommendation to the City Council.
- (b) Consideration of nomination material:
 - (i) Compliance with the Naming Criteria of subsections 10.24 (B) and 10.24 (C).
 - (ii) Assessment of the supplemental documentation.
 - (iii) Input of public comments received.
- (c) Provide a recommendation to the City Council to approve or deny the nomination or direct the Department of Parks and Recreation to provide further justification of the nomination.
- (4) City Council Action. Upon receipt of a recommendation by the Historical and Community Preservation Advisory Committee, the City Council shall consider the nomination at a public meeting and approve or deny the nomination or direct the Historical and Community Preservation Advisory Committee to provide further justification of the nomination. The City Council decision is final.

(E) City Council Initiated Nominations.

- (1) Notwithstanding subsection 10.24 (D) of this section, an active city council member may initiate a name nomination during a city council meeting and shall be exempt from the nomination filing, staff review and recommendation of the Historical and Community Preservation Advisory Committee. Nominations shall be compliant with subsections 10.24 (A), 10.24 (B), and 10.24 (C).
- (2) A city council initiated nomination shall be approved by unanimous decision.

(F) Renaming of Public Facilities and Streets.

- (1) Renaming Criteria. The renaming of public facilities and streets shall only be considered under exceptional circumstances such as:
 - (a) Correction of historical inaccuracies or removal of inappropriate and offensive language.
 - (b) Recognition of significant contributions.
 - (c) Public safety or operational concerns.
 - (d) Alignment with modernization or rebranding.
 - (e) Requests from the community with substantial support.
- (2) Renaming Process. The renaming process shall be the same procedures as those outlined in subsection 10.24 (D).

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

SECTION 3. In any section, subsection, subdivision, paragraph, sentence, phrase, or clause of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid, such decision will not affect the validity of the remaining portion of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, subdivision, paragraph, sentence, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional or invalid.

SECTION 4. 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. In accordance with Government Code 36937, this ordinance shall take full force and effect thirty (30) days from its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting on this 21st day of January, 2025.

ATTEST:

William K. Rounds, Mayor

Fernando Muñoz, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SANTA FE SPRINGS)

I, Fernando Muñoz, City Clerk of the City of Santa Fe Springs, do hereby certify that the foregoing Urgency Ordinance was adopted at a regular meeting of the City Council held on the 21st day of January, 2025, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Fernando Muñoz, City Clerk