

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Peter L. Kim, Mayor
Nitesh Patel, Mayor Pro Tem
Gerard Goedhart, Council Member
Marshall Goodman, Council Member
Michele Steggell, Council Member

CITY MANAGER
Conal McNamara

COMMUNITY SERVICES DIRECTOR
Michael S. Belknap



REQUEST FOR PROPOSAL

FOR

PRINTING AND MAIL PREPARATION SERVICES

July 2020

**Request for Proposal
For
Printing and Mail Preparation Services**

SUMMARY:

The City of La Palma (hereafter referred to as “City”) is seeking to contract a vendor (hereafter referred to as “Contractor”) to supply printing, mail preparation, and post office delivery services for the City’s quarterly brochure (Mosaic) and various other mailers mailed to residential and commercial business addresses in the City of La Palma, with additional City office copies delivered to Community Center (7821 Walker Street) or City Hall (7822 Walker Street). Proposals must be submitted in conformance with the Proposal Format with additional information attached.

This Request for Proposal (RFP) is intended to solicit response from interested parties to provide services beginning October 1, 2020.

Proposals Due: 5:00 P.M., Tuesday, August 18, 2020

Location: City of La Palma
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3350

Award of Contract: Tuesday, September 1, 2020

Contact: Joseph Cisneros, Management Analyst
City of La Palma | Community Services Department
7821 Walker Street | La Palma, CA 90623
(714) 690-3358 | jcisneros@cityoflapalma.org

GENERAL INFORMATION:

1. The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Contractor and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period.
2. All proposals will become the property of the City of La Palma and will not be returned.
3. All proposals received by the City of La Palma after the hour and date specified above will not be accepted.
4. The City reserves the right to reject any and all proposals, with or without cause, and waive any informality as may occur in the process.
5. The final terms and scope of the Agreement may be arrived at on the basis of negotiations between the City and the awarded Contractor.
6. The City reserves the right to expand or reduce the scope of services at its sole discretion.
7. The City reserves the right to request additional information from any and all Contractors.
8. The City reserves the right to reject any and all proposals or a specific item or items of a proposal.
9. The selected Contractor shall provide insurance policies in accordance with the requirements of the City's Professional Services Agreement.
10. Contractor shall not sell any advertisement for placement in the City's printed materials.
11. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing Contractor.
12. La Palma Mosaic (Brochure) examples are available at the Community Center Office (7821 Walker Street) or after-hours at the Park Office counter (7821 Walker Street). Digital copies are available on the City's website.

PROPOSAL FORMAT:

The proposal shall include the following information in the following order and format:

1. Cover Letter

- The cover letter shall present the Contractor's understanding of the requested services, the key issues and tasks and the Contractor's ability to address them. Include the name, address, email, and phone number of person(s) to contact regarding this proposal.

2. Relevant Experience

- Provide the name and background information for each member of the company who will do the actual work and staff who will work with the City on a regular basis.
- Provide qualifications, including education and experience, of the proposed staff and other key personnel who will be assigned for the project from start to finish. Expertise applicable to the work specified should be emphasized.

3. References

- Provide a minimum of three (3) references with current names, addresses and phone numbers in the following format:

Organization / Company Name:
Contact Name:
Contact Title:
Physical Address:
E-Mail:
Telephone:

4. Work Examples

- Provide hard copy examples of Contractor's publicized brochures or magazines that are of matching (preferred) or similar trim size, bindery, and paper stock, as requested in the Scope of Work original specifications.
- For cost and product comparison, please include examples for the three (3) specification alternatives. Specification details for the Original and Alternatives are provided in the Scope of Work.

5. Project Organization and Timeline

- The Contractor's proposal shall include a work plan, which includes major activities and a schedule for the project, deliverables and milestone dates in accordance with the Scope of Work.
- Describe how each task / section, as outlined in the Scope of Work, will be addressed including brochure requirements for print, collaboration with City staff, and delivery (Post Office and City Offices). The contractor shall explain process from receiving the print ready files to the mailing of the brochure.

6. Costs (separate, closed envelope)

- Include a not-to-exceed, total amount for the proposed Scope of Work for both Mosaic and Various Mailers in a separate, closed envelope, labeled clearly and accordingly.
- Provide an annual total based on the Original and Alternative specifications for each Mosaic issue in the table below.
- Provide a total project amount for the Mailer based on the specifications provided in the table below.
- NOTE: Summer Insert and Annual Report are to be printed in the Mosaic booklet with additional separate copies not attached in the Mosaic booklet for City office use and display.

Original Specifications <i>(See Scope of Work)</i>			
Mosaic Issue (24 pages)	Quantity <i>(may vary)</i>	Per <i>(unit cost)</i>	Total Price
Spring	6,000		
Summer + Insert (4 pages)	6,300		
Summer Insert Office Copies	100		
Fall	6,000		
Winter + Annual Report (16 pages)	6,000		
Annual Report Office Copies	100		
			Tax (8.75%)
			Total

Alternative #1 <i>(Matching original specifications with a 60# Gloss Book)</i>			
Mosaic Issue (24 pages)	Quantity <i>(may vary)</i>	Per <i>(unit cost)</i>	Total Price
Spring	6,000		
Summer + Insert (4 pages)	6,300		
Summer Insert Office Copies	100		
Fall	6,000		
Winter + Annual Report (16 pages)	6,000		
Annual Report Office Copies	100		
			Tax (8.75%)
			Total

Alternative #2 <i>(Matching original specifications with 70# Gloss Cover and 60# Gloss Book)</i>			
Mosaic Issue (24 pages)	Quantity <i>(may vary)</i>	Per <i>(unit cost)</i>	Total Price
Spring	6,000		
Summer + Insert (4 pages)	6,300		
Summer Insert Office Copies	100		
Fall	6,000		
Winter + Annual Report (16 pages)	6,000		
Annual Report Office Copies	100		
Tax (8.75%)			
Total			

Alternative #3 <i>(Matching original specifications with a 60# Gloss Cover and 60# Gloss Book)</i>			
Mosaic Issue (24 pages)	Quantity <i>(may vary)</i>	Per <i>(unit cost)</i>	Total Price
Spring	6,000		
Summer + Insert (4 pages)	6,300		
Summer Insert Office Copies	100		
Fall	6,000		
Winter + Annual Report (16 pages)	6,000		
Annual Report Office Copies	100		
Tax (8.75%)			
Total			

Various City Mailers <i>(5.5" x 8.5" Postcard)</i>			
Items	Quantity	Per <i>(unit cost)</i>	Total Price
Size: 5.5" x 8.5"	6300		
Paper: 14 pt. Glossy Cardstock			
Colors: 4/4 - Color Both Sides			
Rounded Corners Fee			
Shrink Wrapping: Fee			
Mail Preparation Services Fee			
Post Office Delivery Fee			
Hard Copy Proof / Example Fee			
			Tax (8.75%)
			Total

7. Conflict of Interest

- Provide the names of entities associated with the Contractor who may have a conflict of interest with any activity of this project. Provide details and reasons. Contractors are subject to disqualification on the basis of conflict of interest as determined by the City.

8. Contract

- The selected firm will be required to enter into a Professional Services Agreement with the City (see example attached).
- All proposals MUST include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

CONTRACT COMMENCEMENT / TERM:

The term for this contract begins October 1, 2020, and ends on September 30, 2023, with options for two (2), one (1) year extensions. The total contract term, with extensions, is not to exceed five (5) years, starting from October 1, 2020.

The Contractor may terminate the Contract without cause prior to September 30, 2023, with 90 days written notice. The City may terminate the Contract without cause prior to September 30, 2023, with 30 days written notice.

SUBMITAL OF PROPOSAL:

Please submit one (1) original, one (1) copy, and one (1) electronic copy delivered on a flash drive, of the completed proposal to the La Palma Community Services Office, by **5:00 P.M. Tuesday, August 18, 2020**. Faxed or emailed proposals will not be accepted.

All proposals and inquires shall be directed to:

Joseph Cisneros, Management Analyst
City of La Palma | Community Services Department
7821 Walker Street | La Palma, CA 90623
(714) 690-3358 | jcisneros@cityoflapalma.org

All submitted packages shall be titled / labeled:

Printing and Mail Preparation Services Proposal

EVALUATION AND SELECTION PROCESS:

The evaluation and selection process shall consist of screening submitted proposals by City staff. The selection committee shall then recommend to the City Manager and City Council the Contractor judged best to meet the needs of the City.

The anticipated selection process is as follows:

- Release of RFP – July 28, 2020
- Deadline to submit written questions – August 6, 2020
- Proposal submission deadline – August 18, 2020
- Award contract – September 1, 2020
- Perform services – October 1, 2020, through September 30, 2023

SCOPE OF WORK: Mosaic

The selected Contractor shall be responsible for providing appropriate services to print the publication, prepare the publication for bulk mail, and deliver the publication to the United States Postal Service office in Buena Park, California, and subsequently deliver the publication to the Community Services Office (7921 Walker Street), per the project requirements.

The City’s graphic designer shall provide print quality cover and book content for each brochure issue and shall electronically deliver (e.g. dropbox.com) to the Contractor for printing and mail preparation and post office delivery. **EACH ISSUE SHALL BE MAILED TO ALL RESIDENTIAL AND COMMERCIAL BUSINESS ADDRESSES WITHIN THE CITY OF LA PALMA.** Other forms of content collaboration may be considered by the City. Following Award of Contract, content delivery methods shall be arranged and finalized for the remainder of the contract.

1. Contractor shall print and mail four (4) seasonal brochures (*La Palma Mosaic*) according to the following printing specifications:

a. Spring (Feb. - Apr.) & Fall (Aug. - Oct.):

- **Page Count:** 20 book pages and 4 cover pages. Total 24 pages. (*Page count may vary*)
- **Trim Size:** 8.5” (inches) width by 11” (inches) length.
- **Bindery:** Saddle Stitch and Trim.
- **Paper Stock:** All brochures shall be printed on #3 Offset White Paper.
 - **Cover** – 80# Gloss Cover with a 4 Color Process, Full Bleed.
 - **Book** – 80# Gloss Book with a 4 Color Process, Full Bleed.
- **Proofs:** Composite Specification for Web Offset Publications (SWOP) Certified Match print and Digital Blue Line proof.
Note: A print copy proof MUST be approved and signed by City Staff prior to printing.
- **Quantity:** 6,000 (Approximately 5,600 brochures to Buena Park Post Office and the remaining brochures to the Community Services Office).
- **Mailing / Delivery:** Extended Carrier Route Walking Sequence Saturation (ECRWSS) or Every Door Direct Mail (EDDM) with facing slips using the City’s postal Permit Number 49. One (1) delivery/drop-off to the Buena Park Post Office and one (1) delivery/drop-off to the Community Services Office.
- **Postage:** Use City’s prepaid postage account as follows:
PRSR STD
U.S. Postage PAID
Buena Park, CA
Permit No. 49
- **Bundle Type:** Double-banded bundle tie in convenient count.
- **Sales Tax:** Charged on City office copies only.

b. Winter (Nov. - Jan.):

All printing and mailing / delivery specifications are the same as above, except for the following:

- **Page count:** 24 text pages, 4 cover pages, and 16-page insert. (*Page count may vary*)
- **Quantity:** 6,000 (Approximately 5,600 brochures with 16-page insert to Buena Park Post Office, remaining brochures with inserts to the Community Services Office).

c. Summer (May - Jun.):

All printing and mailing / delivery specifications are the same as above, except for the following:

- **Page count:** 24 text pages, 4 cover pages, and 4 page insert (summer).
- **Quantity:** 6,300 and 100 separate, summer inserts (Approximately 5,600 brochures with page insert to Buena Park Post Office, remaining brochures with inserts to Community Services Office. Print and delivery an extra 100 separate, summer inserts to the Community Services Office).

2. Work Process

- a. Once the City has provided the digital color-separated, camera-ready, laser printed pages, the Contractor shall create the Blue Line Proof.
- b. The Contractor shall delivery the Blue Line Proof within four (4) business days of receipt of pages, in person, to the City for approval by City Staff.
- c. If there are any changes, the Contractor shall make the changes and send proof back to the City for final approval and acceptance of changes.

3. Mailing

6,000 (Spring, Fall, Winter), 6,300 (Summer) brochures per USPS regulations for Standard Simplified mail, one (1) delivery to U.S. Post Office in Buena Park, CA (Using the City's Postal Permit Number 49).

4. Once the Blue Line Proof has been approved and signed by City Staff, the Contractor shall print and mail the completed brochures within ten (10) business days. One (1) delivery/drop-off to the U.S. Post Office in Buena Park, CA, and one (1) delivery/drop-off to the Community Services Office (7821 Walker Street).

- a. The Contractor shall confirm, in writing (via email), delivery to the Post Office and postal cost.

SCOPE OF WORK: Various City Mailers

Occasionally, the City requires printing, mail preparation, and Post Office delivery services for postcards, flyers, and various mailers sent to the City's residential and commercial addresses.

1. The City's graphic designers shall provide the artwork files. The Contractor shall proof the files and provide confirmation via email with an attachment of the print proof. Print specifications may vary and will be provided by the City for each mailer.
 - a. If requested, the Contractor shall provide a printed hard-copy of the mailer to the City for approval.
2. The Contractor shall print the mailer, bundle and deliver to the Buena Park Post Office within 5 business days.

- a. **Mailing / Delivery:** Extended Carrier Route Walking Sequence Saturation (ECRWSS) or Every Door Direct Mail (EDDM) with facing slips using the City's postal Permit Number 49.
- b. **Postage:** Use City's prepaid postage account as follows:

PRSRT STD
U.S. Postage PAID
Buena Park, CA
Permit No. 49

- c. **Bundle Type:** Bundle tie in convenient count.
 - d. **Sales Tax:** Charged on City office copies only.
- 3. The Contractor shall confirm, in writing (via email), delivery to the Post Office and postal cost.
 - 4. The Contractor shall also deliver mailers to the Community Center (7821 Walker Street) for office use and display.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of _____, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and _____, (hereinafter, the "Consultant" or "Contractor"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A" through _____ with options for two (2), one (1) year extensions.

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Community Services Director of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the Community Services Director. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Community Services Director.

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports, brochures, flyers and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B". The Consultant may terminate the agreement without cause prior to September 30, 2023, with 90 days written notice.

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" in an amount not to exceed \$_____.

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is

satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend and hold the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, 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 delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, 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. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the CITY has retained the CONSULTANT to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of the CONSULTANT. Accordingly, in performing the tasks and services under this Agreement, the CONSULTANT shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that the CONSULTANT retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, the CONSULTANT has a duty to the CITY to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill and expertise expected of the CONSULTANT.

3.8.1 Except as set forth in subdivision 3.8.2, the CONSULTANT shall indemnify, defend (with legal counsel acceptable to the CITY) and hold harmless the CITY, its officials, officers and employees ("CITY Personnel") from and against any and all actions, suits, claims, demands, judgments, attorney fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of the CONSULTANT'S performance of any tasks or services for or on behalf of the CITY, whether or not there is concurrent active or passive negligence on the part of the CITY and/or any CITY Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of the CITY or any CITY Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that the CONSULTANT is a "design professional" within the meaning of the California Civic Code Section 2782.8(b). If the CONSULTANT is a "design professional" within the meaning of Section 2782.8(b), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), the CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify and hold harmless the CITY and CITY Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the CONSULTANT, any sub-consultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of the CONSULTANT's performance of any task or service for or on behalf of the CITY under this Agreement. Such obligations to defend, hold harmless and indemnify the CITY or any CITY Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the CITY or such CITY Personnel. To the extent the CONSULTANT has a duty to indemnify the CITY or any CITY Personnel under this subdivision (3.8.2), the CONSULTANT shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from the CONSULTANT'S negligence, recklessness or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors and assigns while performing work or services under this Agreement, in a minimum Combined Single Limit of \$1,000,000.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2 or 3.9.3, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: City of La Palma
Community Services Department
Attn: Joseph Cisneros
7821 Walker Street
La Palma, California 90623

If to the Consultant: [COMPANY NAME]
[COMPANY ADDRESS]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
Peter L. Kim
Mayor

ATTEST:

Kimberly Kenney
City Clerk

[COMPANY NAME]

By _____

[Title]

By _____

[Title]