

17) **Agreement with SD Flags Banner and Signs for Graphics and Signs Citywide**

Approve and authorize the City Manager to execute the Contractor Services Agreement with SD Flags Banner and Signs in an amount not to exceed \$30,000.00 for Graphics and Signs Citywide in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not exceeding a 10% contingency of \$3,000.00 for unanticipated costs.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick De Santiago, Public Works Manager

Date: October 22, 2024

Subject: Agreement with SD Flags Banner and Signs for Graphics and Signs Citywide

Recommendation

Approve and authorize the City Manager to execute the Contractor Services Agreement with SD Flags Banner and Signs in an amount not to exceed \$30,000.00 for Graphics and Signs Citywide in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not exceeding a 10% contingency of \$3,000.00 for unanticipated costs.

Background

SD Flags Banner and Signs is a specialized provider of visual communication solutions, offering a diverse range of products and services essential for enhancing public spaces. With expertise in creating banners, rigid signs, plaques, custom flags, digital print vinyl, channel letters, and A-frames, SD Flags Banner and Signs ensures that signage is effective and compliant with local regulations.

Discussion

This Agreement streamlines the design, production, and installation process. SD Flags brings expertise in offering design support and advice to ensure that the signage meets aesthetic and functional requirements, minimizing the risk of issues related to zoning and safety. The city can enhance its facilities' appearance and create a more engaging environment for residents and visitors.

Fiscal Impact

Funds are available in the City's Fiscal Year 24-25 Annual Operating Budget.

Attachments

Attachment 1 - Agreement
Exhibit A – Price Rate Sheet



AGREEMENT FOR CONTRACTOR SERVICES

SD Flags Banners and Signs

ON-CALL SERVICES

This Agreement for Contractor Services (On-Call) (the "Agreement") is made and entered into as of October 22, 2024 by and between the City of Lake Elsinore, a municipal corporation (the "City") and SD Flags Banners and Signs, a sole proprietorship (the "Contractor").

RECITALS

A. The City has determined that it requires the following services:

On-Call Graphics and Signs Citywide.

B. The City has prepared a request for a proposals and Contractor has submitted to City a proposal, dated September 27, 2024, both of which are attached hereto as Exhibit A (collectively, the "Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call and minor construction support on an as needed basis.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2024 and ending June 30, 2026. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Thirty Thousand Dollars (\$30,000) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this

Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Reports, Documents

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data, which were prepared by design professionals other than Contractor or provided, to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's solerisk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Contractor shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period

required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a) (2).)

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws.

a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.

b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language :

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City,

its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: SD Flags Banner and Signs
Attn: Steve Roberts
351 E. Bradley Ave. Space 154
El Cajon, Ca 92021

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

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

24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend,

indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

SD Flags Banner and Signs, a sole proprietorship

City Manager

By: Steve Roberts

Its: Owner

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

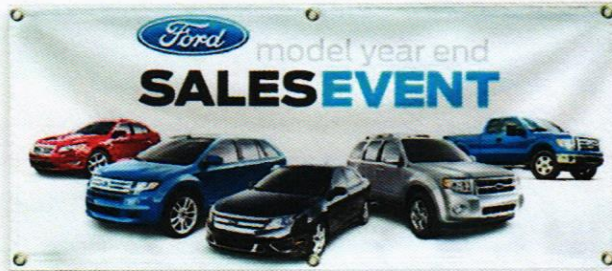
Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]



BANNERS

Vinyl Banners 13 oz



Maximum size 52" x 100 ft (Can Be Tiled For Larger Projects)
720 x 720 Resolution
Indoor or Outdoor. Waterproof UV Safe
\$ 2.99 Sq.Ft.

Mesh Banners 10 oz



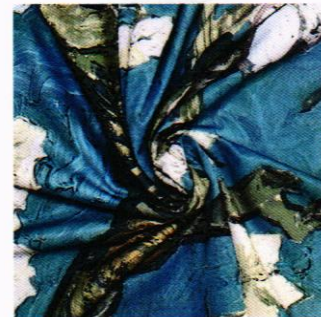
Maximum size 52" x 100 ft (Can Be Tiled For Larger Projects)
720 x 720 Resolution
Outdoor. Waterproof UV Safe
\$ 3.50 Sq.Ft.

Super Smooth 13 oz



Premium Super Smooth Banner
Ideal For Indoor Application
The Smooth Surface Ensures Your Vivid Graphics Come To Life
Low Memory Material Reduces Creasing
\$ 3.99 Sq.Ft.

Fabric Banners (9oz Wrinkle Free)



Maximum size 8' x 100'
High resolution digitally printed at 720 x 720
Dye sublimation
Scratch resistant
Washable
Material Options:
9 oz. Wrinkle Free Fabric (polyester)
\$4.00 Sq.Ft.

Avenue Banners

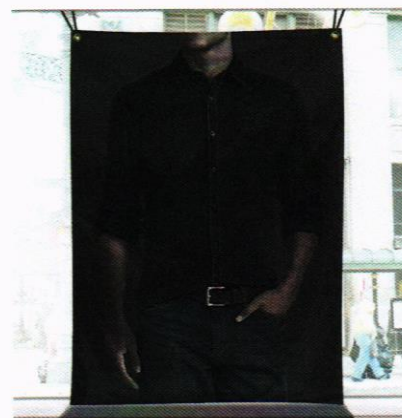


Features:

18", 24", 30" inches wide. Heights available between 24" and 96".
High resolution Double Sided Graphics digitally printed at 720 x 720
Hardware set includes 2 Fiberglass Arms, 2 Mounting Brackets and 4 Steel Bands
Waterproof and UV safe for outdoor installations, Windslits available for increased lifetime
Brass Grommets on each corner
Banners do not feature a hem, pole pockets are double-stitched
Double sided pole banners are now 1 banner printed front and back

\$6.50 Sq.Ft Avenue Banner Hardware Additional

Fabric Banners (9.5oz Blockout Wrinkle Free)



\$9.00 Sq.Ft.



RIGID SIGNS



Coroplast
4mm coroplast with H-Stake option
Custom size, indoor/outdoor use

4mm Corrugated plastic sign material
Direct UV printed for long lasting outdoor use
Custom sizes - Grommets or H-stakes available
Single or double sided printing

\$7.00 SQ.FT.



Aluminum Sandwich Board
1/8" aluminum composite
Also know as DiBond and ACP

3mm Aluminum composite panel
Two 0.15mm aluminum panels on a polyethylene core
UV printed adhesive vinyl graphics
Single or double sided
Long lasting indoor or outdoor signage
Lighter than solid aluminum panels

\$9.00 SQ.FT.



PVC Board
Durable for indoor and short term outdoor use

1/8" expanded PVC board like Sintra
Direct UV prints are durable and scratch proof
Single or double sided
Indoor and outdoor use
Lightweight, slightly pliable
Great for sign frames and as wall mounted signs

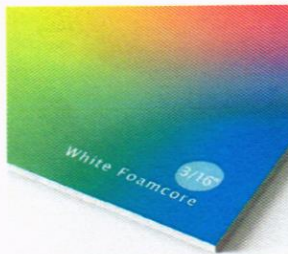
\$7.00 SQ.FT.



Foam Board
Lightweight poster board, for indoor use only Styrene
Semi-rigid, flexible, and curveable

.020" High Impact Polystyrene
Blockout material
Matte finish
Direct printed in full color with UV inks
Indoor and outdoor safe
Lays flat after being rolled

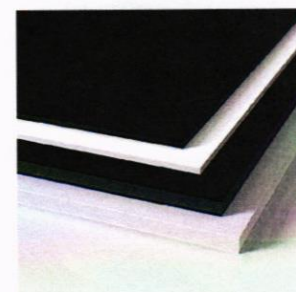
\$8.00 SQ.FT.



Foam Board
Lightweight poster board, for indoor use only

3/16" white Foamcore
Polystyrene core with bright white faces
Direct UV printed
Single or double sided
Lightweight and rigid
Used for indoor signs, in frames and as presentation boards

\$8.00 SQ.FT.



GatorFoam
Extra heavy-duty surface
Lightweight, indoor use only

3/16" and 1/2" Gatorfoam in White and Black
Similar to foamcore but more durable wood fiber faces
Lightweight and extremely rigid, surface won't easily dent
Doesn't warp or bow
Single or double sided
UV printed on adhesive vinyl and adhered to faces

\$9.50 SQ.FT. (STARTING)



Aluminum Sign
.040 Solid Aluminum for long-lasting indoor/outdoor signs

12" x 18" = \$ 30.00
18" x 24" = \$ 45.00
24" x 36" = \$ 90.00



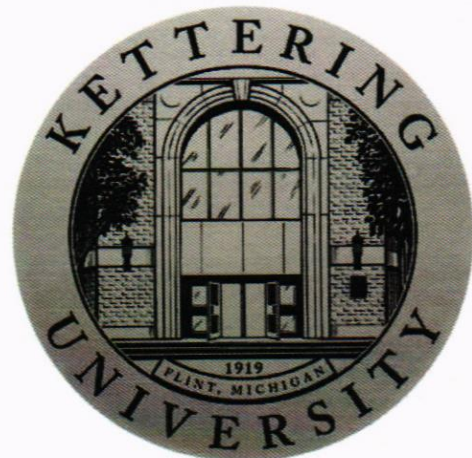
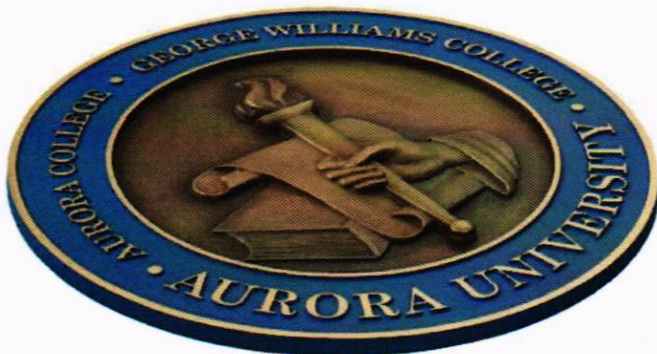
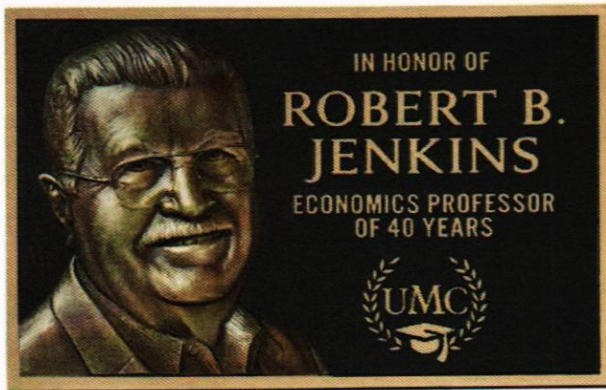
Magnets
Flexible 30 mil. Magnet
High strength, indoor/outdoor use

\$12.00 SQ.FT.



PLAQUES AND PLATES

We offer Cast, tooled and etched Plaques and Plates to suit your specific needs. You will find that our percision and quality unmatched in the industry.





CUSTOM FLAGS

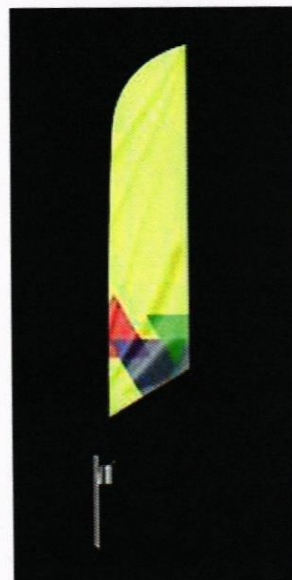
Create your custom flags using your logo and company name



Advertising Flags
Econo Feather Flag
Outdoor Flag - Ground Spike included
Our Best Selling Flag!
Sizes
One Size: 16 ft. -- \$129.00



Rectangle Flag
Indoor and outdoor capable
Easy to design for graphic shape
Sizes
Large: 15 ft. -- \$175.95
Medium: 11.8 ft. -- \$165.95
Small: 8.5 ft. -- \$155.95



Feather Angled Flag
Indoor and outdoor capable
Popular graphic shape
Carrying bag available
Sizes
XLarge: 18 ft. -- \$160.95
Large: 14 ft. -- \$130.95
Medium: 10.5 ft. -- \$120.95
Small: 9 ft. -- \$120.95



Teardrop Flag
Indoor and outdoor capable
Eye-catching graphic shape
Carrying bag available
Sizes
XLarge: 13.5 ft. -- \$169.95
Large: 11.2 ft. -- \$130.95
Medium: 9 ft. -- \$120.95
Small: 7 ft. -- \$120.95



Custom Pole Flag
Hem & grommet for pole installation
1 or 2 sided graphic
Pole not included
Sizes
3' x 2' -- \$65.99
5' x 3' -- \$120.99
6' x 4' -- \$145.99



DIGITAL PRINT VINYL

Adhesive Vinyl



\$3.50 SQ.FT.

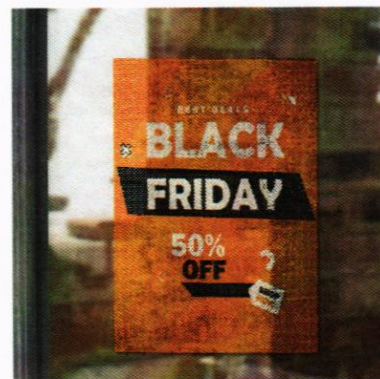
4mil white PVC calendar film - Matte finish
UV printed for long lasting color
Permanent adhesive for indoor and outdoor
Holds up to the elements - water and scratch resistant

Adhesive Vinyl (High Performance)



\$6.50 SQ.FT.

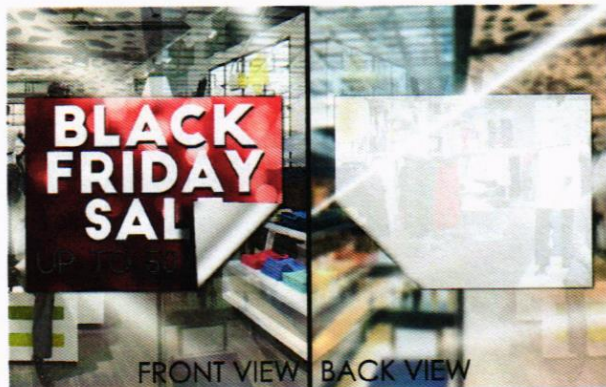
3 mil PVC film with high performance adhesive backing
Gray backing has air egress for easier installs
UV printed for durability
Matte finish
Indoor and outdoor capable



\$5.50 SQ.FT.

Adhesive Window Perf70/30 Perforated window graphics
Black adhesive backing for 1-way window view
UV printed for durability - single sided printing only
Indoor and outdoor material

Premium Window Cling



\$6.00 SQ.FT.

Premium Window Cling 8mil low tack window cling
Mini-dot adhesive backing - no bubbles and easy install
No residue removal - easy to reposition time and again
Full color UV print long lasting in outdoor conditions

Adhesive Clear Vinyl



\$7.00 SQ.FT.

Ultra clear vinyl with clear adhesive backing
CMYK prints - no white ink
Window graphics still allow in light
Indoor and outdoor material

Floor Graphics



\$11.00 SQ.FT.

Floor Graphics 3 mil floor vinyl with 7 mil floor lamination
Non-slip, ultra-durable decal
For indoor finished surfaces

Frosted Vinyl (Etched)



\$10.00 SQ.FT.

Frosted Vinyl (Etched)
Printed vinyl with thick lamination creates privacy film
CMYK prints
Semi-opaque vinyl lets in diffuse light
Indoor and outdoor material

Reflective Adhesive Vinyl

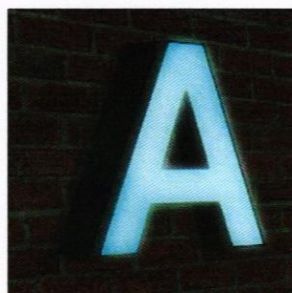


\$10.00 SQ.FT.

4 mil Reflective Vinyl - Engineer Grade
Permanent adhesive backing
Full Color UV printed

CHANNEL LETTERS

FRONT LIT

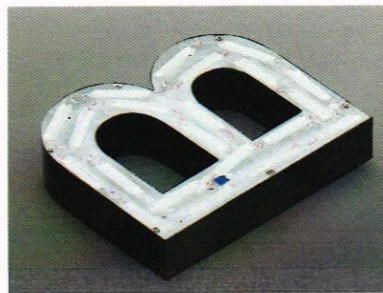
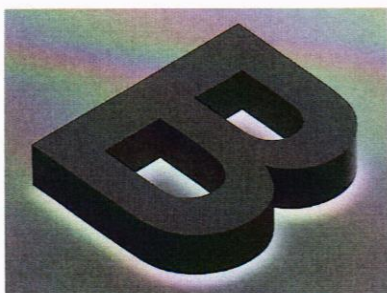


FRONT AND BACK LIT



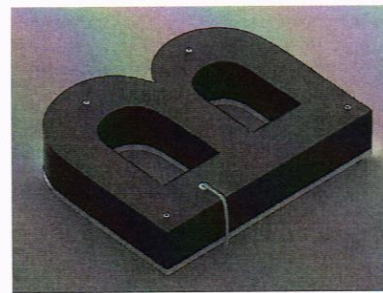
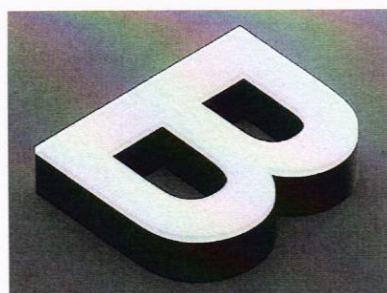
STARTING AT \$ 12.00 PER INCH

REVERSE CHANNEL



STARTING AT \$ 18.00 PER INCH

SLEEK ACRYLIC NO TRIMCAP FACE CHANNEL



STARTING AT \$ 20.00 PER INCH

Channel Letters
Ready to install, LED illuminated, UL Listed, with power supplies and installation patterns

Standard Channel Letters
Acrylic faces with trimcaps
.040 aluminum returns
Front lit & Dual lit

Halo/Reverse Lit Channel Letters
Fabricated stainless steel welded faces and returns
Prepped, smooth sanded and painted
Multiple colors available

Reverse Acrylic Lit
Premium Channel Letters
Acrylic faces with fabricated and welded stainless steel returns
Prepped, smooth sanded and painted returns
Multiple return colors available
Full Acrylic Face Lit
Inset Acrylic Face Lit



A-FRAMES

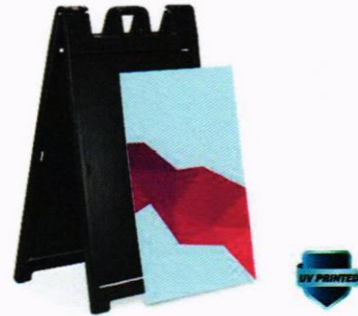
STANDARD SIGNICADE A-FRAME



Heavy-duty plastic A-frame
Adhesive vinyl graphics (24"W x 36"H)

White Standard Signicade -- \$179.95

DELUXE SIGNICADE A-FRAME



Heavy-duty plastic sandwich board
Quick change coroplast graphics (24"W x 36"H)

Black Deluxe Signicade -- \$189.95
White Deluxe Signicade -- \$189.95

REFLECTIVE SIGNICADE A-FRAME



STANDARD SIGNICADE A-FRAME
Heavy-duty plastic A-frame
Reflective Adhesive Vinyl Graphics
(24"W x 36"H)
\$189.95

SIMPOSIGN II A-FRAME



Lightweight and ideal for portability
Quick change coroplast graphic insert
(24"W x 36"H)
\$169.95

ALUMINUM A-FRAME BANNER SIGN



Graphic : 1 or 2 Single Sided Graphics (45" x 32")
Finishing : Hem All Sides ; 4 Corner Grommets
Frame : Aluminum Poles ; Bungee w/ Hooks
Material:
13 oz Matte Vinyl Banner
\$220.99



Graphic : 1 or 2 Single Sided Graphics (94" x 33")
Finishing : Hem All Sides ; 4 Grommets Top and Bottom
Frame : Aluminum Poles ; Bungee w/ Hooks
Material:
13 oz Matte Vinyl Banner
\$260.99

Poster Stand
60" tall frame - holds 22" x 28" insert
Matte black free-standing indoor sign
Single or double sided drop in graphics
Full color PVC graphics \$120.95

