

**CITY OF FULLERTON
REQUEST FOR PROPOSALS**



**RFP #4381 2022 SEWER MASTER PLAN UPDATE AND ON-CALL
SERVICES**

**SUBMIT YOUR
PROPOSAL BY 4:00 PM PST
ON OCTOBER 28, 2022 TO:**

**City of Fullerton – Purchasing
303 W. Commonwealth Avenue
Fullerton CA, 92832-1775**

RFP Posted: Monday, September 26, 2022

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SECTION I
NOTICE OF REQUEST FOR PROPOSALS
Sewer Master Plan Update & On-Call Services

NOTICE IS HEREBY GIVEN that the City of Fullerton (City) is accepting proposals from the top two (2) qualified professional civil engineering consulting firms from RFQ# 4370 to update the City's Sewer Master Plan as well as providing on-call services following the completion of the Project for the Public Works Department, Engineering Division.

Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price, and any other criteria set out herein including but not limited to the Proposer's ability to meet the requirements, qualifications, and competencies set out herein.

Background

The City of Fullerton ("City") is located 22 miles southeast of metropolitan Los Angeles, in the center of North Orange County. Fullerton is a full-service, general law city that was incorporated in 1904. Fullerton is renowned for its unique mix of residential, commercial, industrial, educational, and cultural environments and is known for being "the education community". Fullerton has 52 City parks, a museum, a cultural center, a public library, a golf course, and 29 miles of recreational trails. Fullerton provides an outstanding quality of life for both residents and businesses. At 22.4 square miles, Fullerton is also one of the largest cities in Orange County by area and is the sixth most populous.

The City's sewer system covers 320 miles of sewer pipe within the City of Fullerton. City staff video inspects mainlines and manholes, provides routine and emergency mainline cleaning, manages a Fats, Oils, and Grease (F.O.G.) control program, and cleans private sewer lateral clogs caused by City-owned trees. The City's previous Sewer Master Plan was prepared in 2009.

The City of Fullerton is seeking proposals from consultants who were prequalified from RFQ# 4370 to assist the City with (a) updating the 2009 Sewer Master Plan, (b) evaluating existing capacity and future capacity, and (c) providing on-call services as requested after completion of the Sewer Master Plan update.

Submittal Deadline and Tentative Schedule

TO BE CONSIDERED, PROPOSALS MUST BE SUBMITTED NO LATER THAN Friday, October 28, 2022 at 4:00 PM PST to the Purchasing Division, 303 W. Commonwealth Ave., Fullerton, California, 92832. Failure of, or disturbances in any mail is not a legitimate reason for qualifications submitted after the above due date. The City may extend the deadline at its discretion. Please see instructions in Section III for details on how to submit.

Tentative Schedule

**** Tentative Schedule may be changed at the City's discretion, Interviews and Negotiations will be scheduled if required ****

Release of RFP	September 26, 2022
Question Submittal Deadline	October 5, 2022, at 4:00 P.M. PST
Response to Questions Posted	October 12, 2022
RFP Submittal Deadline	October 28, 2022, at 4:00 P.M. PST
Consultant Interviews/Contract Scope Negotiations	November 2022
Contract Award	November or December 2022

SECTION II

SCOPE OF SERVICES/SCOPE OF WORK

The City of Fullerton intends to issue two (2) separate contracts to one (1) consultant. A contract for preparation of a comprehensive update to the existing 2009 Sewer Master Plan (SMP) and a separate contract for providing on-call services following the completion of the update. The on-call services contract will be multi-year and will include but not limited to maintaining the sewer computer model and analyzing the impact of proposed development on the sewer system. The Scope of Work for the SMP is provided in **Exhibit A** and that of the on-call services in **Exhibit B**.

SECTION III

INSTRUCTIONS TO PROPOSERS

Examination of Proposal Documents

Only consultants that were short listed based on their Statements of Qualifications (SOQs) submitted in response to the City's March 14, 2022 Request for Qualification (RFQ) may submit a proposal.

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of performing quality work to achieve the City's objectives.

Addenda

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP will be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately provide the City written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the City may modify the documents prior to the date fixed for submission of proposals by issuing an addendum to all qualified proposers.

If prior to the date fixed for submissions, a proposer knows of or should have known of an error in the RFP but fails to notify the City of the error, the proposer shall submit an RFP at their own risk, and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

California Public Records Act (CPRA)

All RFP's submitted in response of this RFP become the property of the City and under the Public Records Act (Government Code Section 6250 et. Seq.) are public record, and as such, may be subject to public review. However, the RFP's shall not be disclosed until negotiations are complete and/or recommendation for action is made to the City Manager and/or City Council.

If a Respondent claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the RFP and any future proposal. Note that under California Law, price proposal to a public agency is not a trade secret.

Request for Information

Should a Proposer require clarifications of this RFP, the Proposer shall notify the City in writing in accordance with this section. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter.

Submitting Questions

All questions must be submitted and received by the City no later than 4:00 P.M. PST on Wednesday, October 5, 2022.

Request for clarifications, questions and comments must be emailed to the bid contact, Karen Chung, Buyer, at karen.chung@cityoffullerton.com. Questions submitted via mail, phone, or through Public Purchase will not be accepted.

City Responses

Responses from the City will be emailed to the qualified consultants. It is tentatively scheduled to be emailed by Wednesday, October 12, 2022.

City Contact

General questions on Professional Service RFPs and/or contacts with City staff/representative regarding this RFP are to be directed to the following :

City of Fullerton – Purchasing
Attn: Karen Chung, Buyer
303 W. Commonwealth Avenue, Fullerton, CA 92832-1775
Phone: 714-738-6537
Email: karen.chung@cityoffullerton.com

Any contact outside of the City staff/representative shall be cause for disqualification

Submission of Proposals

Date and Time

RFPs must be submitted at or before 4:00 PM on October 28, 2022.

RFPs received after the above specified date and time will not be accepted by the City.

How to Submit

Proposal shall submit:

- **One (1) electronic copy (pdf format) of the Proposal via email.**

RFP must be submitted via email bearing the Proposer's name, address, and clearly marked as follows:

RFP #4381 Sewer Master Plan Update and On-Call Services
City of Fullerton – Purchasing
Attn: Karen Chung, Buyer
303 W. Commonwealth Avenue, Fullerton CA, 92832-1775
Phone: 714-738-6537 Email: karen.chung@cityoffullerton.com

Firms shall ensure that RFP's are received by the City on or before the specified date and time. Failure to adhere to the deadline will result in disqualification. If deadline is on a closure Friday confirmation of receipt will not happen until the following week.

Acceptance of Proposals

1. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
2. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Proposer responding to this RFP.
3. City reserves the right to postpone proposal openings for its own convenience.
4. Proposals received by the City are public information and must be made available to any person upon request.
5. Submitted proposals are not to be copyrighted.

Insurance Requirements

See attached Professional Services Agreement Sample, Section 5.0 for necessary insurance requirements.

Pre-Contractual Expenses

City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP.
2. Submitting that proposal to the City.
3. Negotiating with the City any matter related to this proposal; or any other expenses incurred by Proposer prior to date of award, if any, of the SMP Agreement.

Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-sub-consultant basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

SECTION IV

REQUIRED PROPOSAL CONTENT

Proposal Format and Content

This section provides the requirements for which the City will look for and expect to be included in the proposal.

Proposals shall be submitted in an electronic format that will print on 8 ½" x 11" size paper. Charts and schedules must be submitted in an electronic format that will print on an 8 ½" x 11" or 11"x17" size paper. Proposer should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Links to sample work should be clearly labeled and identified in both the electronic and hard copy version of the proposal.

Proposal Outline to be Submitted

A) Letter of Transmittal

The Letter of Transmittal shall be addressed to the City of Fullerton and, at a minimum, contain the following:

- (1) Identification of Proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, and telephone number. Include name, title, address, email, and telephone number of the contact person identified during period of proposal evaluation.
- (2) Identification of all proposed sub-consultants (if known) including legal name of company, contact person's name and address, phone number, and email address. Relationship between Proposer and sub-consultant, if applicable.
- (3) Acknowledgment of receipt of all RFP addenda, if any.
- (4) A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- (5) An authorized signature. Company personnel signing the cover letter of the proposal, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- (6) Signed statement attesting that all information submitted with the RFP is true and correct.

B) Proposer Qualifications

The intent of this RFP is to evaluate the proposals, determine the Proposers that are in a competitive range, and select a Proposer that will provide the most cost-effective and professional services for the City:

Minimum Qualifications:

- a. Be capable of providing the required services beginning on or around January 2, 2023.
- b. Have the necessary resources, knowledge, skills, and experience to provide the required services as described in the Scope of Services/Scope of Work (Section II).
- c. Have financial stability and the necessary financial resources to provide the required services.
- d. Demonstrate the requisite technical proficiency.

C) Proposed Staffing and Organization

This section of the proposal should establish the method that will be used by the Proposer to manage the contract as well as identify key personnel assigned. Proposed Staffing and Organization is to be presented by Proposer identified in the Scope of Services.

Proposer to:

- (1) Provide education, experience and applicable professional credentials of Contract staff that will be assigned to prepare the Sewer Master Plan Update and other duties in the Scope of Work. Include applicable professional credentials of "key" Contract staff.
- (2) Furnish brief resumes (no more than one page each) for key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include an organization chart that clearly delineates communication/reporting relationships among the staff, including sub-consultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City.

D) Detailed Work Plan and Implementation Schedule

Proposer shall provide a narrative that addresses the Scope of Services and shows Proposer's understanding of City's needs and requirements.

The Proposer shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer's ability to accomplish the City's objectives.
- (2) Describe the timeline/schedule for completing the services specified in the Scope of Services including the amount of time and involvement of key personnel.

- (3) Identify the team to be assigned for these services and qualifications of specific individuals who will work on the project, including resumes.
- (4) Describe the approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Proposer will use to ensure quality, budget, and schedule control.

E) Fee Proposal

The Proposer shall submit:

- (1) A Not-to-Exceed Fee Proposal that includes a clear breakdown for preparation of the Sewer Master Plan.
- (2) Proposed Fee Schedule for 1st year of On-Call Services.

The Sewer Master Plan update is anticipated to be completed in two (2) years, and the on-call services is anticipated to continue on a yearly basis up to ten (10) years, depending on fees and satisfactory services provided.

The Consultant will be compensated in accordance with Section 2.0 of the Sample Professional Services Agreement. For the Sewer Master Plan Update, compensation will be made based on the fees and schedule provided in the Proposer's Proposal/Scope of Work. The Consultant fee schedule shall remain in effect during the preparation of the SMP.

For the on-call services, the Consultant will be compensated based on the Consultant's proposed hourly rates on the year on-call services begin and estimated hours plus direct costs. On-call services will start after the completion of the SMP. It is anticipated that the on-call services will start in 2025. For the on-call services, the Consultant fee schedule shall remain in effect during the first 12 months of the on-call services term. Any proposed requests to change the adopted rates annually shall not exceed the relevant Consumer Price Index for the preceding 12-month period. Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

Required Forms

The required forms to be submitted with the RFP packet are outline below and available in Required Forms section.

1. **Attachment A: Non-Collusion Affidavit**
2. **Attachment B: Special Provisions**
3. **Attachment C: Exceptions**

These forms do not need to be placed in any particular section within the RFP packet. However, they are required in order to submit a complete proposal.

Appendices

Information considered by proposer to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Incorporation of Proposal

This RFP and the proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer. The selected consultant shall enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included at the end of the document. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions.

SECTION V

EVALUATION AND AWARD

Evaluation Procedure

An Evaluation Committee will review all proposals. The committee will be comprised of City staff and may include outside personnel. The City of Fullerton reserves the right to request clarification of additional information from any firm at any time.

Right to Reject Proposal

City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.

Evaluation Criteria

City will evaluate the proposals received based on the following criteria:

1. Project Management Approach – qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City’s needs.
2. Detailed Work Plan - Thorough understanding of the City’s requirements and objectives; logic, clarity, specificity, and overall quality work plan approach.
3. Fee Proposal – reasonableness of proposed fees.
4. Interviews (if deemed necessary by the City)– presentation of relevant content to the solicitation, responses during Q&A session

Award

After conclusion of the evaluation period, a notification of intent to award may be sent to any Proposer selected.

Negotiations

Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event the City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.

Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified regarding the Proposer(s) awarded a contract. Such notification shall be made within seven (7) days of the date the contract is

awarded.

Execution of Agreement

If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).

Special Terms and Conditions

Audit Requirements

- a. The City reserves the right to periodically inspect and audit the selected Consultant's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- b. The City will notify Consultant in writing of any such requested audit.
- c. The City will inspect and audit in a reasonable manner and at the City's expense.
- d. The Consultant must fully cooperate with any such audit(s).
- e. The City will notify the Consultant in writing of any exception taken as a result of an audit.
- f. If an audit, in accordance with this article, discloses overcharges (of any nature) by Consultant to the City of the value of that portion of the Agreement that was audited, the actual cost of the City's audit must be reimbursed to the City by the Consultant.

Termination

- a. If, in the opinion of the City Manager or his designee, the Consultant fails to perform or provide prompt, efficient service, the City of Fullerton's City Manager or his designee must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay the Consultant for the value of the actual work satisfactorily performed to the date of termination.
- b. The City Manager or his designee must have the right to terminate or cancel the Agreement upon thirty (30) days written notice without cause and pay the Consultant for the value of actual work satisfactorily performed to the date of termination.
- c. These rights are in addition to any other rights that City may have available.

SECTION VI
REQUIRED FORMS

ATTACHMENT A: NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business

By: _____
(signature)

Printed Name: _____
(name of the person signing this form)

Title: _____
(title of the person signing this form)

ATTACHMENT B: SPECIAL PROVISIONS

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractor) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. Professional Liability Insurance: \$1,000,000
6. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
7. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: The successful bidder hereby agrees to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto, in support of Affirmative Action:

Certified to above - FIRM:

SIGNATURE:

PRINT NAME:

TITLE:

ATTACHMENT C: EXCEPTIONS

If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS : _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____
_____	_____

SECTION VII
SAMPLE PROFESSIONAL SERVICES AGREEMENT

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
[VENDOR/CONSULTANT BUSINESS NAME]**

THIS AGREEMENT is made and entered into this ___ day of [MONTH, YEAR] (“Effective Date”), by and between the CITY OF FULLERTON, a California municipal corporation (“City”), and [VENDOR/CONSULTANT BUSINESS NAME], a [California corporation] (“Consultant”).

WITNESSETH:

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the [Services & Fees Schedule attached hereto as Exhibit “A”] (Scope of Services) and incorporated herein by this reference. Consultant is also being retained to provide the Additional Services, after completion of the Scope of Services, as set forth in Exhibit “B” attached hereto and incorporated herein by reference (“Additional Services”).

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that 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.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the **[fee schedule set forth in Exhibit A]**.

2.2. Additional Services. Consultant may perform the **[additional services described in Exhibit "B"]** attached hereto and incorporated herein by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the

[CONSULTANT NAME]

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

scope of services specified in [**Exhibit A**] unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through [**INSERT TERMINATION DATE (i.e. December 31, 2020)**], unless terminated as provided herein.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

[CONSULTANT NAME]

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the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000 each occurrence or claim and \$2,000,000 policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

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5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of five (5) years after completion of work.

D. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.

E. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

G. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

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5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

[CONSULTANT NAME]

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[VENDOR/CONSULTANT NAME]
[MAILING ADDRESS]
Attn: **[NAME AND TITLE]**

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: **[NAME AND TITLE]**

6.5. 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.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for all of City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct, regardless of the percentage of liability of Consultant.

[CONSULTANT NAME]

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6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. 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 City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant 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.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use

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of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties 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.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either 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.

6.24. 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.

6.25. 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.

6.26. Corporate Authority. 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 doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27 Executive Order N-6-22. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic

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Sanctions. Accordingly, should the City determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

Contractor shall immediately notify City in writing upon being subjected to Economic Sanctions or upon being charged by an government agency of conducting prohibited transactions within the meaning of Executive Order N-6-22.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

Eric Levitt, City Manager

Date: _____

CONSULTANT

[NAME AND TITLE]

Date: _____

On File
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

Exhibit A

Sewer Master Plan Update

Scope of Work

OBJECTIVES

The City of Fullerton is seeking proposals from qualified consultants to assist the City with (a) updating its Sewer Master Plan, (b) evaluating existing capacity as well as future capacity, and (c) providing on-call services as necessary. Only consultants that were short listed based on their Statements of Qualifications (SOQs) submitted in response to the City's March 14, 2022, Request for Qualification (RFQ) may submit a proposal.

The updated documents will serve as a roadmap for the City's long-term (approximately 20-year) capital improvement program by addressing its aging infrastructure, future sewer demands (Senate Bill 9, ADU's, population growth, etc.), and existing sewer deficiencies. New model shall include the Orange County Sanitation District (OCSD) trunk sewers in the City and shall assume the addition of 13,000 new homes by 2030.

The Project will include, but not be limited to, the scope items listed below:

- Provide project management services.
- Review data (video information, flow measurements, manhole inspections, record drawings of upgrades since last SMP update, etc.) on the existing sewer system and relevant studies/documents including the existing Sewer Master Plan and compile background information.
- Provide flow monitoring services for mains larger than 12 inches and analyze results of the flow monitoring and associated sanitary sewer use trends.
- Develop sewer demand projections considering the population and housing growth that could result from the Regional Housing Needs Allocation (RHNA) requirements, Senate Bill 9 – the California Housing Opportunity and More Efficiency (HOME) Act and evaluate the existing sewer system.
- Review the existing hydraulic model (InfoSWMM).
- Create and calibrate a new hydraulic model using InfoSWMM software.
- Utilize the new calibrated hydraulic model to evaluate existing conditions, build out conditions, system specific conditions, and make recommendations.
- Evaluate pipeline replacement requirements and prioritization.
- Assess the life expectancy of the City's sewer infrastructure and recommend a

rehabilitation and replacement plan.

- Develop five-year (short-term) and 20-year (long-term) capital improvement plan with each project identified, scope description, project costs, project initiation triggers, and anticipated construction timelines.
- Provide new updated Sewer Master Plan (SMP) documents

Any additional work identified during the course of the project that is deemed necessary, but outside the original Scope of Work, must be recorded as a Change Order and approved by the City in writing before work is started.

TASK 1.0 - PROJECT MANAGEMENT AND MEETINGS

The Consultant shall assign a dedicated Project Manager to the project. This person will be the single point of contact for overall communications and project coordination with the City and subconsultants, if any. This person should not be replaced without written approval by the City.

Consultant shall provide the City with the following Project Management services for Tasks 2.0 through 4.0:

TASK 1.1 – Project Schedule and Status Reports

- 1.1.1 The Consultant shall provide a Project Schedule, organized by task, with milestone of deliverables clearly identified.
- 1.1.2 The Consultant shall submit a project status report to the City and invoice monthly to provide an accurate accounting of work performed by the Consultant, work progress, and budget status. Invoices shall be accompanied by budget summary spreadsheet that provides a Task-by-Task breakdown of project billing.

TASK 1.2 – Project Meetings

- 1.2.1 The Consultant shall prepare all agenda and material, attend, and prepare meeting notes for the meetings/workshops, including:
 - a. Kick-off meeting (1 meeting). May be conducted virtually if feasible.
 - b. Monthly progress meetings with staff. May be conducted virtually if feasible.
 - c. In person workshop meetings with the City’s Engineering and Operations staff, including:
 1. Three workshops for model development (Task 2.4.6)
 2. Two workshops for sewer system evaluation (Task 2.5.3)
 3. Two workshops for Capital Improvement Program (Task 3.0)
 - a. Short-term and Long-term recommendations.
 4. Two OCSD meetings to obtain flow data (Task 2.1)
 - d. City Council and INRAC¹ meetings as necessary. Consultant shall assume 1 City Council and 2 Infrastructure and Natural Resources Advisory Committee.

¹ INRAC reviews infrastructure and makes recommendations to City Council. Click on the link for more information. <https://www.cityoffullerton.com/government/departments/public-works/capital-improvement-program-n/infrastructure-asset-review#:~:text=INRAC%20was%20created%20by%20the,and%20Underground%20Utilities%20Advisory%20Committee.>

TASK 2.0 – SEWER SYSTEM ANALYSIS AND EVALUATION

For Task 2.0, at a minimum the proposed work plan and approach must address the following tasks with their associated deliverables:

TASK 2.1 – Data Collection, Review, and Analysis

The Consultant shall compile, review, and analyze the reports and data on the existing sewer system provided by the City, including the City’s 2009 Sewer Master Plan, GIS files, InfoSWMM files, etc. A list of past reports, documents, publications, etc. that can be made available to the Consultant is provided as Exhibit C to this RFP. These items will be provided to the selected Consultant.

If necessary, Consultant shall meet with Orange County Sanitation District (OCSD), along with the City, to obtain hydraulic capacity and flow data on the downstream end of OCSD sewers. In addition, obtain from OCSD the typical settings for the diversions that impact the sewage flow routing within the City of Fullerton.

Deliverables

The Consultant shall submit a draft Technical Memorandum to the City for review and comments discussing the quality of available data, data gaps, and efforts needed to improve the data quality.

The Consultant shall finalize and resubmit the Technical Memorandum addressing the City’s comments.

TASK 2.2 –System Description

Based upon Task 2.1, the Consultant shall include a section in the SMP Update providing a description of the City’s sewer system including:

- Provide a general description of the sewer distribution system.

TASK 2.3 – Sewer Demand Projections

The Consultant shall project future sewer demands for the 2045 planning horizon considering the following:

- Consistency for population and demand projections with other City planning documents.
- The population and housing growth that could result from Regional Housing Needs Allocation (RHNA) requirements and Senate Bill 9 – the California Housing Opportunity and More Efficiency (HOME) Act.

2.3.1 The Consultant shall estimate the sewer demand in each of the following categories:

- Total system demand.

The Consultant shall identify the demand for each of the following sub-categories within the category listed above, based on the available data.

- Residential (Single and Multiple Family)
- Commercial (Schools)
- Industrial
- Municipal (Offices and Parks)

2.3.2 The Consultant shall determine sewer usage patterns for each of the above subcategories. “Duty factors” shall be established for each subcategory to allow forecasting of future sewer usage and modeling of the system. Consultant shall also derive peak dry weather and peak wet weather factors for each subcategory.

Deliverables

The Consultant shall submit a Technical Memorandum to the City for review and comments including the following items:

- Analyze the available historical sewer demands, including peak demand flows (dry weather and wet weather).
- Forecast population changes for the planning horizon.
- Predict future sewer demands (demand forecast) based on single family, multi-family, commercial, industrial, and municipal uses through the planning horizon.
- Describe the potential changes in demand from the anticipated housing growth.
- Discussion on duty factors.

The Consultant shall finalize and resubmit the Technical Memorandum addressing the City’s comments.

TASK 2.4 –Hydraulic Model Development and Calibration

The City’s existing hydraulic model uses InfoSWMM software, which was updated in 2009. The Consultant shall create and calibrate a new hydraulic model using the same software. The tasks under Hydraulic Model Development and Calibration may include, but not limited, the following:

2.4.1. The Consultant shall review the City’s existing hydraulic model (InfoSWMM) and

recommend an efficient approach for incorporating the existing model data into the new model.

- 2.4.2. The Consultant shall obtain the latest sewer system GIS database and operational data for sewer (mains, manholes, cleanouts, siphons, etc.) and populate parameters for facilities. The Consultant shall identify if additional data is required to create the new hydraulic model and collect any necessary information from the City.
- 2.4.3. The Consultant shall incorporate into the model the physical and operational attributes of major system components including, but not limited to, sewer mains, manholes, cleanouts, siphons, etc.
- 2.4.4. The Consultant shall assign existing dry weather and wet weather demand to the appropriate model nodes utilizing the City's billing data. The available data consist of metered usage for customer accounts in bimonthly reads and meter locations provided in the City's GIS.
- 2.4.5. The Consultant shall calibrate the model using field verification, empirical methods and shall make as many iterations as may be required with the model to calibrate it to the industry standards.

Deliverables

The Consultant shall submit a draft Technical Memorandum to the City for review and comments summarizing efforts under this task and highlighting any issues or corrective actions. The Consultant shall finalize and resubmit the Technical Memorandum addressing the City's comments. At a minimum, the Technical Memorandum shall include the following items:

- Review of the data provided by the City, including by not limited to sewer mains, manholes, cleanouts, siphons, etc.
- Review of the City's current hydraulic model
- The process for creating the new hydraulic model (InfoSWMM) to reflect the current physical and operational conditions provided by the City.
- Conclusions and recommendations.

TASK 2.5 – Sewer System Evaluation

The Consultant shall consider the following in its analysis:

- Inputs from the City's Engineering and Operations staff.
- The expected outcome of its implementation.
- Consistency with infrastructure plans laid out in the SMP.

- Capital and O&M costs.
- Regulatory framework, including federal, state and local regulations, codes, standards, policies, permit requirements, etc. that may support or hinder implementation.

The Consultant shall utilize the calibrated hydraulic model to complete the following tasks:

- 2.5.1 Analyze, evaluate, test and plan upgrades for the sewer system. The following flow scenarios shall be included in the exercise:
- Dry weather
 - Wet weather
- 2.5.2 Analyze the current and build out conditions to determine capacity and deficiencies within the existing sewer system in near-term, and ultimate planning horizons.
- 2.5.3 Conduct two (2) workshops with the City to discuss the sewer system evaluation findings.

Deliverables

The Consultant shall submit a draft Technical Memorandum to the City for review and comments summarizing efforts under this task and highlighting any issues or corrective actions. The Consultant shall finalize and resubmit the Technical Memorandum addressing the City's comments. At a minimum, the Technical Memorandum shall include the following items:

- Describe the design and planning criteria, including:
 - Dry weather
 - Wet weather

TASK 3.0 – CAPITAL IMPROVEMENT PROGRAM

The Consultant shall develop a 5-year (short-term) and a 20-year (long-term) capital improvement plan (CIP) based on the results of the existing and future system hydraulic analyses to address hydraulic deficiencies, if any, and determine the need for replacing/rehabilitation aging sewer system infrastructure.

The Consultant shall analyze and recommend innovative technologies, installation methods (e.g., trenchless), and materials that can be incorporated with the recommended improvements.

TASK 3.1 – Prioritize and Rank CIP Projects

- Based on the analysis in Task 2.0, the Consultant shall identify and prioritize improvements required to correct existing system capacity and operational deficiencies, improvements required to support future growth and maintain system reliability.
- The Consultant shall rank the CIP projects recommended above, discuss initiation trigger, and provide anticipated construction time.

TASK 3.2 – Develop Cost Estimate

The Consultant shall develop planning level cost estimates for each CIP project recommended in Tasks 3.1 including design, construction, construction management, administrative/legal, and other contingencies.

Deliverables

The Consultant shall submit a draft Technical Memorandum to the City for review and comment including the following items:

- Describe capacity-related prioritization criteria and identify the criteria for each CIP Project.
- List CIP Projects triggers.
- Provide a list of recommended pipe segments for replacement, installation, or abandonment, including location description, length, proposed size, and cost estimate. Describe the purpose of the replacement, installation, or abandonment and the improvements they would provide.
- The planning level cost estimates for each CIP project, including design, construction, construction management, administrative/legal, and other contingencies.
- Discuss the recommended innovative technologies, installation methods, and materials that can be incorporated with the recommended improvements.

- Coordinate proposed sewer capital improvement projects with other proposed capital improvement projects to be implemented within the City.

The Consultant shall conduct two workshops with the City staff and two workshops with the City's Infrastructure and Natural Resources Advisory Committee to discuss the draft Technical Memorandum. The Consultant shall finalize and resubmit the Technical Memorandum addressing the City's comments (written and verbal comments provided prior and during the workshops).

TASK 4.0 – PREPARATION OF SEWER MASTER PLAN UPDATE DOCUMENTS

The Consultant shall prepare a Final SMP Update Report that summarizes the results of all Tasks in a logical manner and incorporates the completed technical memoranda into chapters of the Report. The Final Report shall include an executive summary and all appropriate exhibits, figures, tables, and text. Before delivering the items to the City, the Consultant shall perform routine and final review to ensure accuracy, conformance, and integrity of the submittal. The City will not accept a submittal without the Consultant’s responsible personnel’s signature to certify accuracy and completeness of the submittal.

TASK 4.1 – Draft SMP Update Report

Consultant shall prepare a draft SMP Update document to City for review and comment. The SMP Update Report shall include a CIP List.

Deliverables

The Consultant shall deliver an electronic copy of the draft SMP Update (in Word and PDF) for the City’s review. The Consultant shall conduct a meeting with City staff to present and discuss the recommendations.

The Consultant shall incorporate the City’s comments (both the written and verbal comments provided before and during the review meeting) and resubmit a final draft for the City’s review.

TASK 4.2 – Final SMP Update Report

The Consultant shall prepare the Final SMP Update documents addressing City’s comments to the draft SMP Update.

Deliverables

Consultant shall deliver the Final SMP Update as follows:

- Five (5) signed hard copies
- An electronic pdf version
- Original electronic files (Word, Excel, etc.) for each complete document along with GIS/AutoCAD/other files for exhibits.
- InfoSWMM configuration, input and export files, and any other files needed to successfully run the model

SERVICE DATES

The Sewer Master Plan Update is estimated to be completed in twelve (12) months.

The Proposal shall include a proposed work schedule to indicate duration and completion dates along with any project milestone and/or deliverables needed to complete the project on time.

The Proposal shall also include an estimate on the amount of time to be spent with City staff.

The Consultant shall include, in a separate sealed envelope, its estimated cost per task and the total cost, including the estimated hours assigned to each employee, employee title, and hourly billing rate.

Exhibit B

Sewer Master Plan On-Call Services

Scope of Work

Upon successful completion of the SMP Update, the City may request the selected Consultant to provide the following on-call, as needed services. The following list of on-call services is intended to describe the typical services that the Consultant may be requested to provide. The type and detail of required services/tasks together with the anticipated deliverables will be specified by the City on an as needed basis.

As the need for specific services/tasks arises, the City will request the Consultant to submit a proposal describing an understanding of the scope of the services, proposed schedule, deliverables, and the estimated cost for providing such services. In its proposal, the Consultant shall provide the estimated hours and approved fully burdened hourly rates for the various positions that may be assigned to provide the specific services.

The City may award individual task orders based on the Consultant's proposed fee for performing the specific task(s). Upon written task order authorization from the City, the Consultant shall proceed with performing the approved task(s).

For each authorized task(s), the Consultant shall submit a draft Technical Memorandum to the City for review and comments summarizing efforts under the task(s) and highlighting any issues or corrective actions. The Consultant shall finalize and resubmit the Technical Memorandum addressing the City's comments.

The on-call services under this task may include, but not limited, to:

1. Review the demand on the system for new developments and determine if the system is adequate for the additional flow. If a deficiency in the system is identified, recommend the systems improvements needed to address those deficiencies.
2. Review the latest improvements (mainline replacements or lining, upsizing or downsizing of mains, point repairs, etc.) and operational data and incorporate them in the model.
3. Provide flow monitoring services as requested on sewer mains larger than 12 inches.
4. Recalibrate the sewer model by incorporating City provided data or conducting flow tests throughout the City as necessary.
5. General GIS sewer system update support using latest Esri software.

Exhibit C

Available Reports, Documents, and Data

1. The 2009 Sewer Master Plan Update (pdf format).
2. The City of Fullerton General Plan
<https://www.cityoffullerton.com/government/departments/community-and-economic-development/planning-zoning/general-plan/the-fullerton-plan>
3. Existing InfoSWMM files from previous SMP
4. GIS Sewer System Database (including sewer mains, manholes, cleanouts, siphons, etc.)
5. GIS Land Use Database and GIS Base map
6. Digital Elevation Model and Contours
7. F.O.G. control program
<https://www.cityoffullerton.com/government/departments/public-works/environmental-programs/f-o-g-control-program>