

**CITY OF FULLERTON  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
KIMLEY-HORN & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this \_\_\_ day of **MARCH, 2025** ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and **KIMLEY-HORN & ASSOCIATES, INC.**, a **North Carolina corporation** ("Consultant").

**WITNESSETH:**

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain **ENGINEERING DESIGN SERVICES FOR NUTWOOD AVENUE BICYCLE & PEDESTRIAN MOBILITY IMPROVEMENTS, ATP CYCLE 6 (CIP # 48008)**, 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 City's Request for Qualifications ("RFQ"), attached hereto as Exhibit "A," and Consultant's Response to City's RFQ ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

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;
- (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 "B"**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal set forth in **Exhibit "B"** 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 until the services are completed to the satisfaction of the City, 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 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 the Consultant, its agents, representatives, employees or subcontractors subject to the limitations of Civil Code Section 2782.8. Consultant shall provide current evidence of the required insurance in a form acceptable to the 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 \$2,000,000 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 \$2,000,000 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 per occurrence or claim and \$2,000,000 aggregate. 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.



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. The 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. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782.8. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used). Such coverage as an additional insured shall not be limited to the period of time during which the Consultant is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. The coverage shall contain no additional special limitations, outside standard coverage exclusions and coverage limits, on the scope of its protection afforded to the CITY, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers at least as broad as ISO CG 20 01 04 13 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 the City, its officers, employees and designated volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability and Pollution or Asbestos Pollution Liability (ENVIRONMENTAL CONTRACTS ONLY). If these policies are 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 contract work. A copy of the claims reporting requirements must be submitted to the City for review. (ENVIRONMENTAL CONTRACTS ONLY: If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability shall not contain lead based paint or asbestos exclusions. If the services involve mold identification/remediation, the Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.)

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 and shall endorse the policy with a waiver of subrogation.

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.

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:

Kimley-Horn & Associates, Inc.  
1100 W Town & Country Road,  
Suite 700  
Orange, CA 92868  
Attn: Sri Chakravarthy, PE, TE  
Principal-in-Charge /  
Senior Vice President

IF TO CITY:

City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
Attn: Stephen Bise, PE, TE  
Public Works Director

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, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful

misconduct of 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, recklessness, or willful 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 and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the 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, active negligence or willful misconduct of the City; and does not apply to any passive negligence of the City unless caused in part by the Consultant. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. 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.

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 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.

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 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 a 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 J. Levitt, City Manager

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Signed by:

*Sri Chakravarthy, PE 73629*

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\_\_\_\_\_  
Sri Chakravarthy, Principal-in-Charge/Senior Vice President

\_\_\_\_\_  
On File  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Jones, City Attorney



**EXHIBIT A**  
**REQUEST FOR QUALIFICATIONS**

**CITY OF FULLERTON**  
**REQUEST FOR QUALIFICATIONS**



**RFQ #2425-02**  
**ENGINEERING DESIGN SERVICES FOR**  
**NUTWOOD AVENUE BICYCLE & PEDESTRIAN MOBILITY**  
**IMPROVEMENTS**  
**ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 6**

**PROPOSAL DUE: OCTOBER 14, 2024 @ 4 P.M. PST**

**SUBMIT BIDS ELECTRONICALLY AT:**  
**[WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM)**

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## SECTION I

### NOTICE OF REQUEST FOR QUALIFICATIONS

#### **Engineering Design Services for Nutwood Avenue Bicycle and Pedestrian Mobility Improvements**

**NOTICE IS HEREBY GIVEN** that the City of Fullerton is requesting proposals of qualifications from professional engineering consulting firms to design bicycle and pedestrian mobility enhancements along Nutwood Avenue from State College Boulevard to Placentia Avenue (Project). Fullerton received an Active Transportation Program (ATP) grant for the environmental assessment; right-of-way certification; utility coordination; preliminary/final plans, specifications, estimates; permitting; construction, and funding administration.

This **Request for Qualifications (RFQ)** provides information on the City of Fullerton, the required scope of services, the consultant selection process, and the minimum information that must be included in the RFQ Response. Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, 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. The City shall be the sole judge of the qualifications and services and reserves the right to select a firm on any basis or weighted criteria that is in the best interests of the City.

### **BACKGROUND**

The City of Fullerton is located 22 miles southeast of metropolitan Los Angeles, in the center of North Orange County with a population of 139,431 residents. 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". During the school year, the population grows by 60,000 people with California State University Fullerton (CSUF), Hope University, Fullerton College, and Ketchum School of Optometry. 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 has been awarded \$7,140,000 of State ATP Grant Funds by California Transportation Commission (CTC) to fully fund the development of the Nutwood Avenue Bicycle & Pedestrian Mobility Enhancement Project. The total Project budget, including local match share, is \$7,290,000 which includes design engineering services, environmental studies, right-of-way, construction, and construction management services.

The project closes a priority gap to increase connectivity on the Brea-CSUF-Santa Ana River Trail by implementing pedestrian and bicycle infrastructure along Nutwood Avenue including improvements for crossing under State Route 57 (SR-57). The Project will connect to several large residential developments with sizable student populations and shopping on the east side of SR-57 with the

campuses, and existing infrastructure to Downtown Fullerton, and employment centers on the west side of SR-57.

Nutwood Avenue is a primary access to two universities, California State University Fullerton (CSUF) and Hope University, with a combined student enrollment, faculty, and staff of over 44,000. This project will create nearly a mile of new Class I bike paths, Class II buffered bike lanes, and Class IV protected bikeways on both sides of Nutwood Avenue where there are currently only Class III bike routes. The new bike facilities will allow students, faculty, and staff to safely travel along this portion of Nutwood Avenue to connect to the CSUF campus bike path. Improvements will be constructed in City right of way, Caltrans right of way and on CSUF campus. Project will widen Nutwood Avenue under the SR-57 by cutting back existing slopes and constructing retaining walls; construct ADA ramp improvements; and add conflict zone markings at intersections and driveways. The project also includes a bike roundabout, median modifications, lighting, traffic signal modifications, landscape/hardscape improvements, and utility modifications.

CSUF is currently designing a new pedestrian and bicycle bridge over Nutwood Avenue at the easterly leg of the Commonwealth Avenue intersection. This bridge will provide a connection to CSUF facilities on the south side of Nutwood Avenue and an alternative path for students and public crossing Nutwood Avenue. The City and CSUF are coordinating the design of this bridge and it is expected to have minimal impacts to the improvements proposed by this project, however, Consultant shall ensure proposed improvements are compatible with the bridge improvements. Authorization for bidding and constructing the bridge is currently programmed for Summer 2025.

## SUBMITTAL DEADLINE

**COMPLETE ELECTRONIC PROPOSALS SHALL BE SUBMITTED NO LATER THAN (DAY, MONTH, DATE, YEAR) AT 4:00 PM PST to the City's eProcurement portal, Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). *Proposals submitted by email, mail, or fax will not be accepted nor considered.*** Failure to upload due to electronic glitches is not a legitimate reason for proposals submitted after the deadline. The City may extend the deadline at its discretion. Please see instructions in **Section III** for details on how to submit a proposal to this RFQ.

Technical Proposals shall be titled **"Proposal for Nutwood Avenue Bicycle and Pedestrian Mobility Improvements – (Proposer's Name)"**. Proposals must bear agreement binding signatures.

It is not the responsibility of the City to notify potential bidders. Prospective bidders shall register as a vendor and will be notified via the City's eProcurement portal. Registration for the City of Fullerton's eProcurement platform is free and bidders may select to be notified of all future bids posted by the City of Fullerton.

### Proposed RFQ Schedule

**\*\* Proposed RFQ Schedule is “Tentative” and may be changed at the City’s discretion, Interviews and Negotiations will be scheduled if required \*\***

<b>Release of RFQ</b>	<b>September 11, 2024</b>
<b>Question Submittal Deadline</b>	<b>September 23, 2024, at 4:00 P.M. PST</b>
<b>Response to Questions Posted</b>	<b>September 30, 2024</b>
<b>RFQ Submittal Deadline</b>	<b>October 14, 2024, at 4:00 P.M. PST</b>
<b>Consultant Interviews</b>	<b>Week of November 18<sup>th</sup> (Tentative)</b>
<b>Scope/Fee Proposal Finalized</b>	<b>Week of December 16<sup>th</sup> (Tentative)</b>
<b>Agreement/Contract Award</b>	<b>January / February 2025 (Tentative)</b>

## SECTION II

### SCOPE OF SERVICES/SCOPE OF WORK

The City of Fullerton is seeking qualified and experienced engineering firm to provide professional engineering services to design bicycle and pedestrian mobility enhancements along Nutwood Avenue from State College Boulevard to Placentia Avenue (Project). The engineering firm should have extensive and ample experience with similar Active Transportation and bicycle and pedestrian projects. It is strongly encouraged to designate a project manager with strong Active Transportation design experience. We encourage proposals to include innovative approach methodologies and/or added value to the base scope.

Funds from California's Active Transportation Program (ATP) Grant will be used to fund all or a portion of this Project. The successful Consultant shall be required to comply with all funding requirements associated with this State-funded ATP grant. Consultant must also comply with all State regulations as set forth in this RFQ, the City/Consultant Professional Services Agreement and [Caltrans Local Assistance Procedures Manual \(LAPM\)](#).

Please note that the City is seeking a Statement of Qualifications Proposal, in which a *'Cost Proposal' or 'Fee Schedule' is not being requested* at this time. The City is intending to select and award one (1) engineering firm from the qualification proposals to design the Project. Once the top-ranked firm is selected, the City will seek a Cost Proposal for said Project. The City reserves the right to negotiate with the top firm, and reserves the right to negotiate with any other qualified firm(s) that best meets the City's needs and in order to meet Project and grant budget.

### MINIMUM QUALIFICATIONS

Only those consultants with verifiable experience as it relates to the services requested in this solicitation will be considered during the evaluation process. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by state and local agencies.

### SCOPE OF WORK

The Consultant shall prepare a Scope of Work that includes all tasks to deliver a complete project. Selected firms will report to, and operate under, the direction of the City of Fullerton Public Works staff, to provide professional engineering services to the City. Items of work not specifically excluded in the proposal, but required for a complete project, are assumed included in Consultant's Scope of Work. The Project Scope of Work includes, but is not limited to:

#### **Task 1: Project Management, Coordination, & Administration**

##### Kick-off Meeting:

The City will meet with Consultant to discuss the overall project scope. The agenda will include, at a minimum, the project's goals, objectives, tasks, timeline, expectations of the City, and grant requirements. The Project Kick-off Meeting will be led by the Consultant. All key staff will be required

to attend. Detailed meeting minutes shall be provided and distributed for comments within two (2) days of the meeting.

Project Design Team (PDT) Meetings:

Consultants Project Manager will conduct collaborative monthly project design team meetings. All parties will work together to monitor project progress, prepare for next steps, discuss completed tasks, conduct problem-solving, and ensure the project remains within the designated timeframe as well as within budget. Detailed meeting minutes shall be provided and distributed for comments within two (2) days of each meeting.

Schedule:

Upon receipt of a Notice-to-Proceed from the City, the Consultant Project Manager (PM) shall prepare a detailed project schedule to be used by the project team. This schedule shall be presented to the City's PM for comment and be updated on an as-needed basis throughout the design process.

Communication:

The Consultant PM will work closely with the City, stakeholders, and sub-consultants to uphold the project schedule and budget. The City strongly believes in proactive critical thinking and communication to minimize project delays. To avoid any unwanted surprises, the selected consultant shall be completely transparent and proactive in dealing with any issues so the City can make knowledgeable decisions.

In addition, the Consultant PM will engage in coordination with the City, California State University, Fullerton (CSUF) and their design team concerning their Bridge Project over Nutwood Avenue. This will involve detailed planning and communication to ensure the City's project is aligned with the University's objectives and design specifications.

The Consultant PM will also liaise with the California Department of Transportation (Caltrans) to obtain the encroachment permit and address any issues related to the project's encroachment onto Caltrans' right of way, ensuring compliance with state regulations and securing necessary approvals.

Quality Control:

A key factor to project success is accountability. The selected consultant, chosen for their expertise and qualifications will be accountable and responsible for delivering the project to completion. Every deliverable shall go through a thorough quality control/quality assurance process prior to being submitted to the City for review. Each subsequent submittal shall have a response to comments included for reference. Any deliverable that contains substantive errors for omissions will be rejected. No additional compensation shall be provided for resubmittals after poor quality deliverables.

For design plans, the City prefers to utilize Bluebeam Revu Software for all QA/QC activities. This software allows for paperless review, simultaneous commenting, cloud-based record keeping, and clean response to comments. The Consultant shall be responsible to control tracking tools for this project.



### Final Submittal/Closure & Auditors:

State requirements designate that agencies receiving state funds maintain records of all paperwork, including but not limited to all approved certifications, noticing, invoice submittals, progress reports, receipts, amendments, exhibits, transmittals, and all other relevant documents pertaining to the funded project. Ensuring compliance with these requirements is crucial for the timely reimbursement of funds, including final submittal and auditing purposes. To this end, the Consultant shall be responsible for maintaining all paperwork in both electronic and hard copy format.

Based on the City's experience, it is imperative all paperwork be organized in large binders by phase, tabbed/filed by date, and most importantly, arranged in a manner consistent with Caltrans' administrative organizational procedures ensuring ease of access and rapid response to Caltrans and State agency inquiries. The electronic copy shall be arranged and organized consistent with the hard copy. The Consultant shall provide Quality Assurance/Quality Control (QA/QC) by diligently reviewing and documenting each item in a records management log. The records management log will indicate the date, document, originator, and modifier for any changes made to the binder throughout the project. This system will ensure precise depictions of the Project from start to finish and allow for an accurate and complete paper trail to be established. Moreover, the system will allow the maintenance of all data and information which will inform the final submittal, closeout, and audit.

Upon final closeout of the project, the Consultant shall submit a copy of all files and binders to the City. The Consultant shall be responsible for remaining in contact with the project for a minimum of five (5) years after final closure is submitted. The minimum five (5) year time limit involves the possible review with auditors. The Consultant shall be responsible for meeting with auditors, including the provision of documentation and answering of questions with respect to the project's state process and invoicing.

### **Task 2: Preliminary Engineering**

#### Records Research:

The Consultant shall obtain record drawings and documents relevant to the project location. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, assessor maps, centerline ties, corner records, as-built plans, utility plans, traffic counts, previous traffic studies, etc.

#### Utility Verification & Coordination:

The City shall provide a list of contacts for utility companies with facilities in the project limits. City shall also request utility maps from the utility companies and will provide all received maps and documents to the Consultant.

The consultant shall also coordinate with the City to send notification to all utility companies within the project limits at the 60%, and 100% design stage for review to determine any possible conflict with proposed improvements. The Consultant shall work closely with utility companies and municipalities to resolve any conflict prior to final design. A comprehensive log will be preserved throughout the project and provided to the City upon request.

As needed, the Consultant shall coordinate with Southern California Edison (SCE) for new and/or modified service points of connection (POC) and design requirements.

Geotechnical Investigation:

The Consultant team shall perform a detailed geotechnical investigation of the project area. The Consultant team shall conduct field exploration and analyze soil samples from the project site. The results from the field exploration and geotechnical laboratory tests shall be evaluated and engineering analyses shall be performed to provide geotechnical recommendations for the design and construction of the proposed project. A geotechnical report shall be prepared to summarize the data collected, conclusions, and recommendations for design and construction of the proposed project, including retaining wall parameters.

The Consultant team shall obtain all necessary encroachment permits from Caltrans to perform necessary investigations within Caltrans right-of-way. No addition compensation shall be provided.

Survey Engineering:

The Consultant team shall complete a detailed topographic survey of the project area, including ground survey sufficient to accurately design and construct all proposed improvements.

The Consultant team shall provide detailed right-of-way information based on the available right-of-way maps, assessor parcels maps, easement information, and legal documentation within the project limits. The team shall develop a digital file using AutoCAD containing center lines, right-of-way, property lines, Assessor Parcel Numbers, owners, and easements within the project limits. The file will be referenced into all relevant construction documents and clearly labeled to identify proposed work that encroaches into private property or Caltrans right-of-way.

Site Evaluation/ Investigation:

The Consultant team shall take the survey and conduct a comprehensive site investigation, walking the entire project to investigate site conditions, drainage, needed repairs, non-ADA compliant improvements, verify utility locations, and note other typical features not included on the provided survey. Photographs shall be taken throughout the project area for use during design and for pre-construction reference.

At traffic signal locations, the team shall collect and research all available records pertaining to each project intersection, including traffic signal, traffic signal interconnect, bus priority communication plans, controller cabinet inventory, and other crucial information. If a project intersection has a shared jurisdiction, the Consultant shall coordinate with neighboring agencies to obtain the as-built plan and permission to access their traffic signal equipment for inventory.

Base Map Preparation:

Utilizing available information, collected materials, survey, and field investigation data, the Consultant shall prepare a base plan(s) for the project corridor. The base plan is the backbone to accurately design proposed improvements. At this stage of the process a thorough QA/QC review shall be performed on the base plan to ensure accuracy prior to design. The base plan shall show all existing conditions,

including but not limited to, centerline, right-of-way, relevant existing street improvements, utilities, landscape, and existing traffic controls. The base plan shall also have a high-resolution aerial image in the background to illustrate the location of existing improvements relative to buildings and private property features.

### **Task 3: Preliminary Design**

The Consultant shall prepare a 30% preliminary design exhibit for public viewing. A significant element of the conceptual design will be to identify opportunities and constraints within the project limits. The goal is to clearly highlight the project's design features and identify the associated impacts to existing infrastructure. The conceptual plans shall be overlaid on an aerial image and include typical sections to offer enhanced perspective of the project limits and design features. A preliminary concept was prepared for the project application and can be found in Section VI of this RFQ.

In addition, the Consultant shall prepare a conservative preliminary cost estimate based on the concept plan. This will be an important tool to facilitate discussion to refine the plan due to budget limitations.

#### Preliminary Design Site Walk:

A site walk shall be performed with City staff, sub-consultants, and applicable stake holders to identify project opportunities, constraints, and challenges based on the initial concept design. We encourage a collaborative dialog to identify the project "must haves" and to brainstorm solutions on how to achieve the City's vision.

#### Refined Preliminary Design:

The Consultant shall refine the preliminary design and cost estimate based on feedback from the site walk. The refined concept shall be provided to the City for final review prior to presenting to the public and key stakeholders.

#### Design Presentations:

Consultant shall present the 30% preliminary plan to key stakeholders, including City staff, Active Transportation Committee (ATC), Transportation & Circulation Commission (TCC), Infrastructure and Natural Resources Committee (INRAC), and CSUF. Consultant shall gather feedback from all stakeholders and make appropriate revisions.

Consultant shall also assist the City will presentation documents highlighting the proposed improvements adjacent to the Marriott Hotel property. Approval from both CSUF and the hotel operator is required at this stage.

#### Preferred Concept (30% Design):

The Consultant shall refine the concept and cost estimate based on feedback from the various Commissions, Committees, and stakeholders. The preferred concept shall be provided to the City for final review prior to moving into final design.

### **Task 4: Plans, Specifications, & Estimate (PS&E)**

Plans:

The Consultant shall prepare all construction plans, including, but not limited to, street improvements, drainage, lighting/electrical, traffic signal, irrigation, hardscape/landscape, structural, signing/stripping, and traffic control. The plans shall be prepared at the appropriate scale for the respective discipline and include detailed general notes, construction notes, dimensions, annotations, references, etc. to clearly demonstrate the intended construction activity. All plans shall be prepared to City standards and requirements.

Cost Estimate:

The Consultant shall provide the City with a probable cost of construction concurrent with each submittal. The cost shall be itemized and display anticipated bid items, quantity of material, and unit cost for each item.

Specifications:

The City will provide the Consultant with sample specifications, and Consultant shall compile and assemble special provisions in the format of the City of Fullerton standards. The special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

Submittal and Review:

The Consultant shall compile and submit the PS&E at the 60%, 90%, and Final stage to the City for review and comment. All comments shall be compiled into a response matrix to ensure all applicable comments are addressed. The response matrix shall be provided to the City along with each subsequent submittal for reference.

Encroachment Permit:

The Consultant shall prepare the necessary documents and assist the City in obtaining the necessary Caltrans Encroachment Permits and any temporary construction easements, and right-of-entry for this project. The Consultant shall coordinate and prepare all required plans, maps, exhibits, applications, and include other supporting documentation as outlined by Caltrans. Applicant shall access [Caltrans Encroachment Permit System \(CEPS\)](#) to file the City's Encroachment Permit Application Package (EPAP). Additional information and guide on how to file an encroachment permit can be found at [Caltrans Encroachment Permits](#). It is the responsibility of the consultant to assess the project should it require additional permits and/or ROW acquisition from other properties onsite.

**Task 5: Bid & Construction Support**

The Consultant team shall provide on-call services to the City as may be requested for:

- Attendance at pre-bid meeting
- Responding to bidders' questions
- Preparing addenda as necessary
- Attendance at pre-construction meeting
- Attendance at in-progress construction meetings
- Field visits during construction

- Review of shop drawings, cut-sheets, submittals, and change orders
- Response to Requests for Information (RFI)
- Design changes during construction

The Consultant shall prepare comprehensive record drawings as the closeout of construction. The drawings shall be provided to the City in digital format for review prior to acceptance. The Consultant shall update the drawings based on City comments and provide a final set record drawings to the City in the forms of CAD and PDF files.

## **SECTION III**

### **INSTRUCTIONS TO PROPOSERS**

#### **Examination of Proposal Documents**

By submitting a proposal, firm represents that it has thoroughly examined and become familiar with the work required under this RFQ 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 RFQ and will be posted on Public Purchase website and City of Fullerton Bid Webpage. Any written addenda issued pertaining to this RFQ shall 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 RFQ as the result of oral instructions. Firms shall acknowledge receipt of addenda in their proposals.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the proposer should immediately provide the City written notice of the problem and request that the RFQ 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.

If prior to the date fixed for submissions, a firm(s) knows of or should have known of an error in the RFQ but fails to notify the City of the error, the firm shall submit a proposal 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.

#### **Request for Information**

##### **Submitting Questions**

All questions must be submitted and received by the City no later than 4:00 P.M. PST on Monday, September 23, 2024.

Request for clarifications, questions and comments must be submitted through the City's eProcurement Portal via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)), a third-party website that hosts the City's eProcurement's. Registration is free and interested firms can select to receive automatic bid notifications on this RFQ from the City.

##### **City Responses**

Responses from the City will be posted as an Addendum to this RFQ on the City's Bid Webpage and the City's eProcurement Portal, Public Purchase, tentatively scheduled to be posted on September 30, 2024.

City's Bid Webpage: [www.cityoffullerton.com/business/bids-rfps](http://www.cityoffullerton.com/business/bids-rfps)  
City's eProcurement Portal – Public Purchase: [www.publicpurchase.com](http://www.publicpurchase.com)

## CITY CONTACT

General questions regarding this RFQ are to be directed to the following:

Jose Gonzalez, Purchasing Supervisor  
Email: [jose.a.gonzalez@cityoffullerton.com](mailto:jose.a.gonzalez@cityoffullerton.com)

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

## Submission of Proposals

### Date and Time

**Proposals must be submitted at or before 4:00 PM on Monday, October 14, 2024.**

Proposals received after the above specified date and time will not be accepted by the City and will not be considered evaluation.

### How to Submit

Firm shall submit one (1) complete electronic copy for each applicable category through the City's eProcurement Portal via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). The cover page of the proposal must bear the firm's name and address with the following clearly marked as follows:

**RFQ #2425-02 NUTWOOD AVENUE BICYCLE & PEDESTRIAN MOBILITY IMPROVEMENTS**  
**City of Fullerton – Purchasing**  
**Attn: Jose Gonzalez, Purchasing Supervisor**

Proposer shall ensure that proposals are received by the City on or before the specified date and time. Failure to adhere to the deadline will result in automatic disqualification.

## California Public Records Act (CPRA)

All proposals submitted in response of this RFQ become the property of the City and under the Public Records Act (Government Code Section 7920.000 et. Seq.) are public record, and as such, may be subject to public review. However, the proposals 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 proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California Law, price proposal to a public agency is not a trade secret.

## 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 RFQ at any time without prior notice, and the City makes no representations that any contract will be awarded to any proposer responding to this RFQ.
3. City reserves the right to postpone proposal openings for its own convenience.
4. Submitted proposals are not to be copyrighted.

## Pre-Contractual Expenses

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

Pre-contractual expenses are defined as expenses incurred by firm(s) in:

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

## Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFQ, 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.

## Exceptions and Deviations

The awarded firm shall enter into a Professional Services Agreement with the City based upon the contents of the RFQ and the firm's proposal. The City's standard form of professional services agreement is included in **Section VI**. The interested firms shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. **If there are exceptions or if there are no exceptions, a statement to the effect shall be included in the proposal as well. See the exceptions attachment included in Section VIII that must be included with your proposal.**



## Insurance Requirements

The 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 the consultant, his agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement. **See attached sample Professional Services Agreement for insurance requirements as outlined in Section VI.**

## City Business License

The successful Consultant and sub-Consultants are required to obtain and maintain a City of Fullerton business license. The license shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the qualifications.

## Professional Services Agreement

The successful Consultant shall execute a Professional Service Agreement (PSA) with the City of Fullerton. The City shall not accept any changes, modifications, or waivers of any provision of this Agreement. **See Template Professional Services Agreement in Section VI.**

## **SECTION IV**

### **REQUIRED PROPOSAL CONTENT**

#### **Proposal Format and Content**

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

Electronic proposals shall be submitted electronically in a format that will print on 8 ½" x 11" size paper. Charts and schedules must adhere to this requirement as well. Offers should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. There is no page limitation, however, excessive or irrelevant material will not be favorably received. Links to sample work should be clearly labeled and identified in the proposal.

The proposal should be in the order shown and include the following:

#### **Letter of Transmittal**

The Letter of Transmittal will be submitted via a **"Transmittal Form"** for all Proposers for this RFQ. The Transmittal Form will have the following requirements and contain the following information:

- (1) Identification of Proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and email address. 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/sub-contractors (if known) including legal name of company, contact person's name and address, phone number and email address. Relationship between proposer and sub-consultant/sub-contractor if applicable.
- (3) Acknowledgment of receipt of all RFQ addenda, if any.
- (4) Proposal shall remain valid for a period *of no less than 120 days* from the date of submittal.
- (5) Attests that all information submitted with the Proposal is true and correct.
- (6) All licensed professionals in "responsible charge" working on City projects are required to disclose all disciplinary actions against them, including any future actions. Provide a copy of the actions with submittal of proposal. Please provide statement if there are no disciplinary actions.
- (7) Signature of a person authorized to bind proposer to the terms of the proposal.

*The Transmittal Form shall be completed and submitted with the proposals on Company Letterhead and is provided on the following page.*

*{Insert on Consultant Letterhead}*

## **2425-02 Nutwood Avenue and Pedestrian Mobility Improvements – ATP Cycle 6 Engineering Design Services**

### **Organization and Contact Person's Information:**

Provide the information of the business and individual that will have contractual responsibility with the City of Fullerton:	
Company Name:	
Company Address:	
Contact Name:	
Job Title:	
Contact Address:	
Contact Phone Number:	
Contact Email Address:	

### **Identification of All Proposed Sub-Consultants (repeat information for all sub-consultants):**

Sub-consultant	
Company Name:	
Contact Address:	
Contact Name:	
Contact Phone Number:	
Contact Email Address:	
Work to be performed:	

**Note - All licensed professionals in “responsible charge” working on City projects (Engineer and/or surveyor) are required to disclose all disciplinary actions against them, including any future actions. Provide a copy of the actions with submittal of proposal. Please provide statement if there are no disciplinary actions.**

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- ☐ I understand that submitted proposal shall remain valid for a period of no less than 120 days from the date of submittal.
- ☐ I acknowledge the receipt of all RFQ addenda, if any.
- ☐ I attest that all information submitted with the proposal is true and correct.

<hr/> Signature	<hr/> Date
<hr/> Name and Title	

## Technical Proposal

### **Qualifications & Experience**

This section of the proposal should establish the ability of the firm(s) to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with other public agencies; strength and stability of the firm(s); staffing capability; work load; record of meeting schedules on similar contracts; and supportive client references. Most recent references preferred.

Proposer to:

- (1) Provide a brief description of your firm's background, size, office locations in California, and relevant experience history as it may be relevant to the services required. Include subconsultants as applicable.
- (2) Describe your key staff's experience providing similar services for other public agencies and authorities, with an emphasis on local area jurisdictions and agencies.
- (3) Similar Projects/Contracts – Provide a brief description of the project scope, personnel involved and their roles, plus agency and contact information for agency Project Manager. Indicate firm's role in project (prime or sub).
- (4) References – Please provide at least three (3) current client references for whom your firm has performed similar work to that requested in this RFQ during the past five (5) years. For each client, please provide the name, street address, telephone number, and email address.
- (5) Other Services – Please provide list of other services that your firm provides which are not identified in the Scope of Work but could be beneficial to the City.

### **Project Understanding and Approach**

Provide a detailed project understanding and approach based on the specifics identified in the ATP application and this RFQ. Include anticipated challenges and how the project team will address and surpass those challenges. Include any unique approach to various design elements. Describe how the project team will deliver the project within schedule and budget.

### **Detailed Work Plan**

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

- (1) Describe firm's approach to the project scope of work, including how your firm produces deliverables free of errors and how you will address errors if they occur.
- (2) Identify all task deliverables.
- (3) Project a preliminary project schedule

- (4) Provide any unique attributes or distinguishing characteristics which would be of value to the City.

### **Proposed Staffing and Organization**

This section of the proposal should establish the method that will be used by the firm to manage the contract as well as identify key personnel assigned. Proposed staffing and organization are to be presented by firm identified in the Scope of Work.

Proposer to:

- (1) Provide current position, education, experience and applicable professional credentials of contract staff. Include applicable professional credentials of "key" contract staff only and how long each person has been with the firm.
- (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, 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.

### **Cost Proposal / Fee Schedule**

**Cost proposals are NOT requested at this time and should not be submitted with your Statement of Qualifications proposal.** Upon City's evaluation of proposals, which may include a possible interview, the top-ranked firm will be asked to provide project Cost Proposal for consideration.

### **Appendices**

Information considered by proposer to be pertinent to this contract 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.

### **Status of Past and Present Contracts Form**

Firm(s) are required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. The firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination,

settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the firm confirming that the information provided is true and accurate. The firm(s) are required to submit a copy of the completed form(s) as part of the proposal.

## **SECTION V**

### **EVALUATION AND AWARD**

#### **Evaluation Criteria**

City will evaluate the proposals received based on the following criteria outlined below and may use different weighting factors and percentages for different criteria or sub-criteria. Respondents who are not actively engaged in providing services of the nature proposed in their response to this request and/or who cannot clearly demonstrate to the satisfaction of the City their ability to satisfactorily perform the work in accordance with the requirements set forth in this request will not be considered. The City shall be the sole judge of the qualifications and services and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award.

City will evaluate the proposals received and potential interview(s) based on the following criteria:

1. **Adherence to RFQ Instructions** - Presentation, completeness, clarity, organization, and conformance to the RFQ content.
2. **Qualifications of the Firm** - Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
3. **Project Management Approach** - Qualifications of proposed key personnel; logic of organization; and adequacy of labor and resources to satisfactorily perform the requested services for its Project and meet the City's needs.
4. **Work Plan** - Understanding of the City's requirements, objectives, and approach.
5. **Firm Interview** - The top-ranked firms, upon successfully possessing the desired qualifications, will be invited to an oral, in-person Interview. The Interview will be evaluated and considered among all other qualified criterion to select top firm.

The City will select firm(s) based upon the completeness and adherence to RFQ instructions, responding firms' qualifications and experience, project management approach and work plan or implementation plan, as well as responses to any requests for information as set forth herein to this RFQ. If any addenda are made to the RFQ, the information provided will be considered as well. It should be noted that none of these factors in and of themselves are determinative, and the City reserves the right to select a firm on any basis or weighted criteria that is in the best interests of the City.

The City may contact firms in response to questions raised in their proposals and the City reserves the right to cancel this solicitation without selecting any firms.



## Evaluation Procedure

An Evaluation Committee will be formed to review and evaluate all proposals. The Evaluation Committee will be comprised of City staff and may include outside consultants. The City of Fullerton reserves the right to request clarification of additional information from any firm at any time. After the proposals are evaluated; the City, at its sole discretion, may elect to interview all, some, or none of the firms for clarification of additional information at any time. Firms may be asked to submit additional documentation at or after the interview stage.

Based upon evaluation of the proposals and any interviews (if requested), the top-ranked Consultant will be identified and requested to provide a Cost Proposal for the scope of work identified in their qualifications proposal. The City's Public Works Engineering Staff will review Cost Proposal and Project Scope. If negotiations on the Project Scope and Fees are to the Committee's satisfaction, Staff will recommend project award to the City Manager for consideration. If required, the City Manager will then forward its recommendation to the City Council for final action. If negotiations fail with the top-ranked consultant, the City can enter into negotiations with the second-rank consultant, and repeat the process until a firm and cost proposal is selected and recommended to award for this project.

The City reserves the right to select a firm without conducting interviews or abandon this RFQ. **Final selection of the awarded firm(s) and the authority of awarding the agreement to proceed with these services shall be at the sole discretion of the City and if required, City Council.**

## Award

After conclusion of the evaluation period and Cost Proposal(s), a **"Notice of Intent to Award"** will be sent to all proposers identifying the winning firm for this RFQ. Award to any firm(s) selected is *contingent upon* the successful negotiation of final agreement terms and the approval of City. The City of Fullerton may negotiate agreement terms with the selected firm(s) prior to award, and expressly reserves the right to negotiate with several firms simultaneously. However, since the selection and award may be made without discussion with any firm, the proposal(s) and cost proposals submitted should contain firm's most favorable terms and conditions.

Negotiations shall be confidential and not subject to disclosure to competing Proposers until an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate an agreement with the next best qualified Proposer or withdraw the RFQ. *In the event the City does not approve the recommendation to award, the RFQ may be cancelled without any cost or obligation of City.*

City Manager and/or City Council action will be requested by City staff to award agreement to the selected firm.

## Notification of Award

Proposers who submit a proposal in response to this RFQ shall be notified regarding the winning firm being awarded an agreement. Such notification shall be made within seven (7) days of the date the agreement is awarded. **Notice of Intent to Award** will be sent to all firms who submitted a proposal via Public Purchase, the City's eProcurement platform, and will also be available on the City's bid webpage [www.cityoffullerton.com/business/bids-rfps](http://www.cityoffullerton.com/business/bids-rfps).

**SECTION VI**  
**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 **BRIEF DESCRIPTION OF SCOPE OF SERVICE FOR INSERT PROJECT NAME & CIP # (as applicable)**, 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 City's Request for Qualifications ("RFQ"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

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;
- (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 "B"**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal set forth in **Exhibit "B"** 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, 2024 or 'for a period of one year')**, 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 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 the Consultant, its agents, representatives, employees or subcontractors subject to the limitations of Civil Code Section 2782.8. Consultant shall provide current evidence of the required insurance in a form acceptable to the 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 \$2,000,000 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 \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. (ENVIRONMENTAL CONTRACTS ONLY) If Consultant's subcontractors or suppliers haul hazardous material (including, without limitation, waste), they must carry Auto Liability insurance applicable to all hazardous waste hauling vehicles, and include MCS 90 and ISO Form CA 99 48 03 06 – Pollution Liability – Broadened Coverage for Covered Autos,

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 per occurrence or claim and \$2,000,000 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.

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. The 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. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782.8. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used). Such coverage as an additional insured shall not be limited to the period of time during which the Consultant is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. The coverage shall contain no additional special limitations, outside standard coverage exclusions and coverage limits, on the scope of its protection afforded to the CITY, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers at least as broad as ISO CG 20 01 04 13 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 the City, its officers, employees and designated volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability and Pollution or Asbestos Pollution Liability (ENVIRONMENTAL CONTRACTS ONLY). If these policies are 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 contract work. A copy of the claims reporting requirements must be submitted to the City for review. (ENVIRONMENTAL CONTRACTS ONLY: If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability shall not contain lead based paint or asbestos exclusions. If the services involve mold identification/remediation, the Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.)

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 and shall endorse the policy with a waiver of subrogation.



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.

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:

Vendor/Consultant Name  
Mailing Address  
Mailing Address  
Attn: Name And Title

IF TO CITY:

City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
Attn: Public Works Director

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, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings

brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of 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, recklessness, or willful 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 and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the 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, active negligence or willful misconduct of the City; and does not apply to any passive negligence of the City unless caused in part by the Consultant. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. 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.

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 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.

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 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 a 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 J. Levitt, City Manager

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
On File  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Jones, City Attorney

**SECTION VII**  
**STATUS OF PAST AND PRESENT CONTRACT FORM**

Firm is required to complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFQ and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm’s confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal in Public Purchase.

<b>Public Agency city/county/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled “Status of Past and Present Contracts,” I am affirming that all of the information provided is true and accurate.

Signature\_\_\_\_\_Date\_\_\_\_\_

Name: \_\_\_\_\_

Title:\_\_\_\_\_



**SECTION VIII**  
**EXCEPTIONS FORM**

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 Qualifications 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:**\_\_\_\_\_

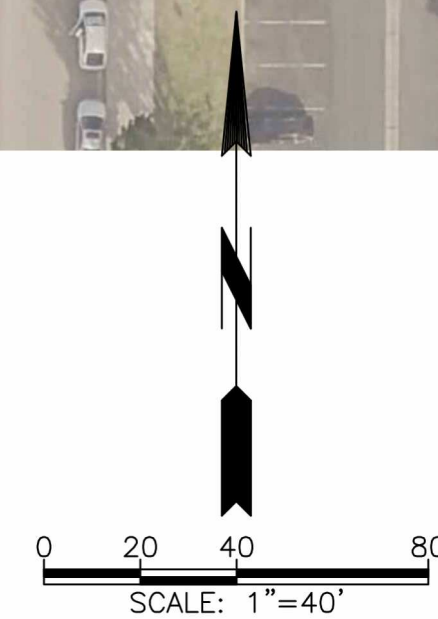
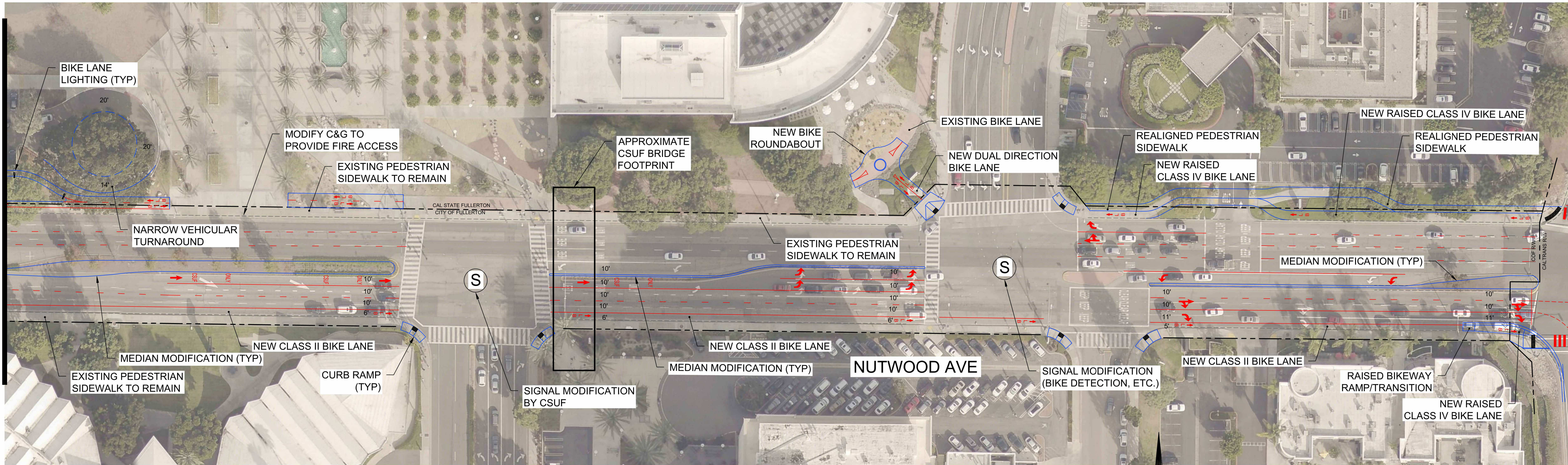
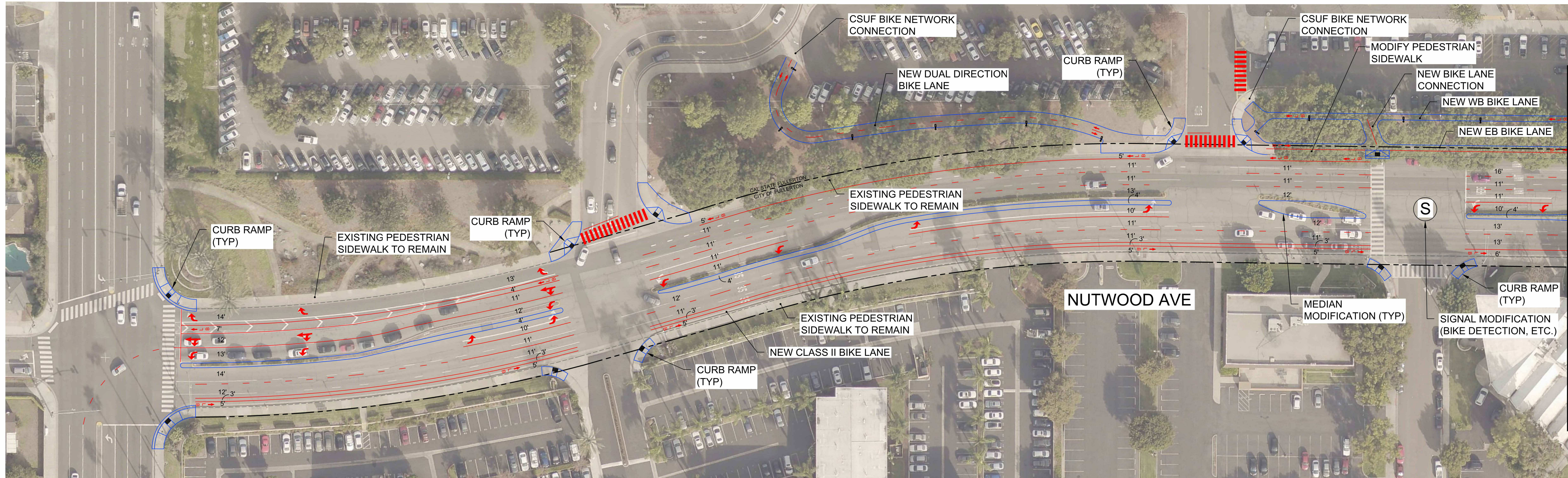
BY:\_\_\_\_\_ TITLE \_\_\_\_\_

INSTRUCTION REGARDING SIGNATURE: If proposer is an individual, state "Sole Owner" after signature. If firm 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 proposer 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:

_____	_____
_____	_____
_____	_____
_____	_____

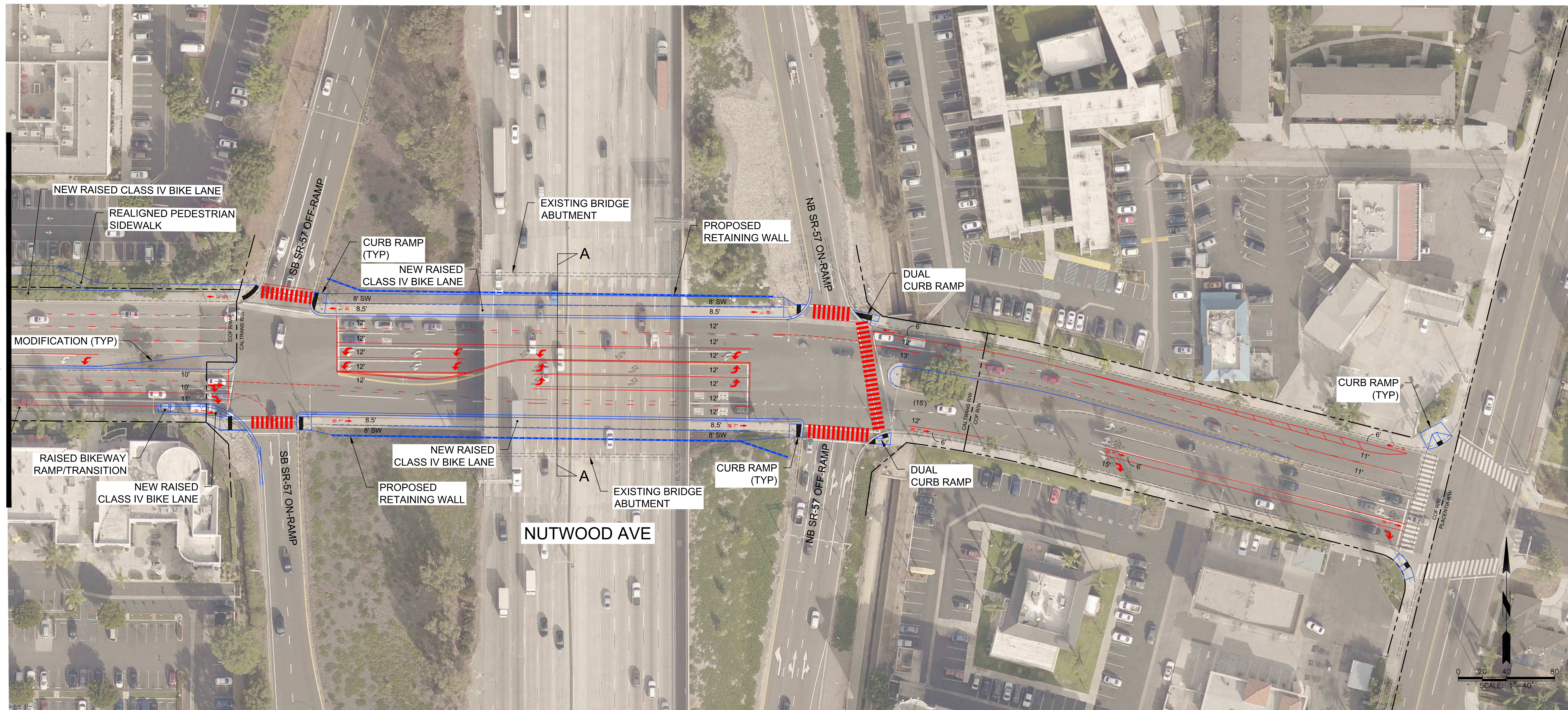
**SECTION IX**  
**CONCEPT EXHIBIT**





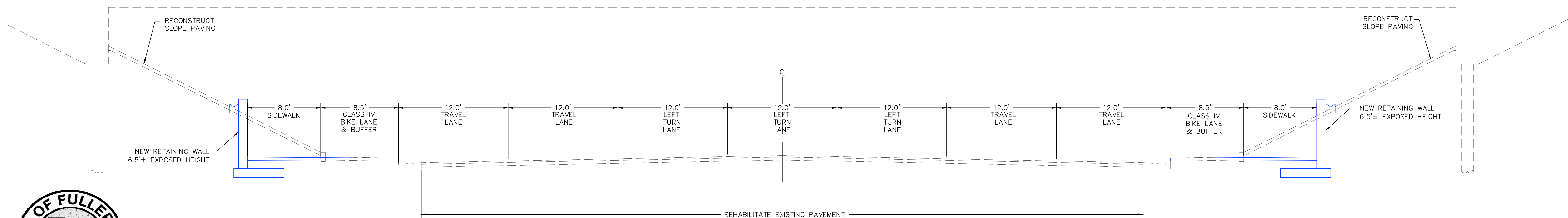


SEE SHEET 1



EXISTING  
BRIDGE STRUCTURE

EXISTING  
BRIDGE STRUCTURE



PROPOSED SIDEWALK AND BIKE LANE WIDENING **A**  
NO SCALE

NUTWOOD AVENUE BICYCLE AND  
MOBILITY IMPROVEMENTS  
CONCEPTUAL ALIGNMENT

SHEET 2 OF 2  
AUGUST 2024



**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

## Scope of Work and Task Deliverables

### Task 1: Project Management, Coordination, and Administration

#### *Task 1.1: Kick-off Meeting*

Kimley-Horn will schedule and lead a project kick-off meeting within two (2) weeks of Notice to Proceed (NTP) to discuss Project details with all identified key staff in attendance. Included in this discussion will be a review of:

- Project scope
- Project goals
- Specific project constraints
- Project schedule
- PDT's roles and responsibilities

Kimley-Horn will work in conjunction with City of Fullerton (City) staff to develop a list of key stakeholders that will make up the PDT prior to the project kick-off meeting. Kimley-Horn will prepare a meeting notice, agenda, and meeting minutes (noting action items) for the kick-off meeting. Detailed meeting minutes will be provided and distributed for comments within two (2) days of the meeting.

#### **Task 1.1 Deliverables**

Meeting agenda and Meeting minutes with action items list

#### *Task 1.2: Project Design Team (PDT) Meetings*

Kimley-Horn will coordinate and attend PDT meetings with City staff and stakeholder representatives. We anticipate that up to twelve (8) PDT meetings will be needed up to completion of the Final Plans, Specifications, and Estimate (PS&E) package. Kimley-Horn will prepare notices and agendas for each meeting and distribute to the City project manager and other PDT attendees. Detailed meeting minutes will be provided and distributed for comments within five (5) days of the meeting. An action item list and a status of project deliverables will be updated and made available for each PDT meeting.

#### **Task 1.2 Deliverables**

Proposed meeting schedule, Meeting agendas, and Meeting minutes with action items list for each monthly PDT meeting

#### *Task 1.3: Schedule*

Kimley-Horn has prepared a preliminary schedule based on information available at this time. Kimley-Horn will prepare a detailed project baseline target schedule upon receipt of a Notice to Proceed from the City, which encompasses milestones, major activities, detailed agency review periods, and deliverables to the City for review and comment. Kimley-Horn will update the project schedule monthly and include it with each PDT meeting package.

#### **Task 1.3 Deliverables**

Baseline target schedule and Monthly progress schedules

#### *Task 1.4: Ongoing Communication*

Kimley-Horn will provide day-to-day communications and coordination to keep the City up to date on project progress and remain coordinated on the project schedule and budget. This entails communication via email and phone.

#### *Task 1.5: Agency/Stakeholder Coordination*

Kimley-Horn will coordinate with California State University, Fullerton (CSUF) and their design team on the Pedestrian Bridge project over Nutwood Avenue and other design features impacting the university. This entails communication via email and phone and up to six (6) CSUF focus meetings to coordinate project design features, gain CSUF input, and coordinate reviews.

Kimley-Horn will coordinate approvals and encroachment permits with Caltrans for the geotechnical investigation, surveys, and construction via email and phone. Up to three (3) Caltrans focus/comment resolution meetings are included.

#### **Task 1.5 Deliverables**

Focus meeting notes

#### *Task 1.6: Quality Control*

Kimley-Horn will provide a Quality Management System (QMS) which documents the (QC/QA) process. The QMS will be presented during the kick-off meeting and delivered one (1) week after the kickoff meeting after incorporating input. The QMS will

identify QC/QA procedures for independent reviews, backchecks, peer reviews, and Project Manager (PM) reviews for all project deliverables. The QMS will also identify personnel for each technical specialty and the phases at which QC/QA will take place.

QC/QA reviews will be conducted in Bluebeam Studio Revu Software. QC/QA reviews will be filed and documented for Project Closeout.

**Task 1.6 Deliverables**

Draft and Final QMS, and Documented QC/QA reviews

**Task 1.7: Project Closeout**

Kimley-Horn will maintain Project files and project deliverables listed in Task 2, 3, 4, and 5 in electronic format. Upon the Project's final closeout, Kimley-Horn will submit a copy of all files to the City.

**Task 1.7 Deliverables**

Electronic copy project files at final Project closeout

**Task 2: Preliminary Engineering****Task 2.1: Records Research**

Kimley-Horn, with the City's assistance, will assemble readily-available information and reports pertaining to the Project, including utility information, aerial maps, survey and ROW data, geotechnical reports, traffic analysis, structural analysis reports, environmental studies, and additional pertinent information for the Project to develop the preliminary engineering design.

Kimley-Horn will provide a list of additional reports, plans, studies, documents, and information that are needed for the Project's design. The City will provide copies of all records that are available at the City. Kimley-Horn will research, obtain, and review other existing readily available records or pertinent Project-related data that may be needed for the Project's design to prepare PS&E packages.

**Task 2.2: Utility Verification and Coordination**

Kimley-Horn will conduct coordination with utility owners and companies in the project area. Kimley-Horn will maintain a Utility Agency Tracking List with contact information provided by the City. Kimley-Horn will prepare and send utility notification letters on City letterhead to utility owners within the project limits during the 60% and 100% design stages to coordinate conflicts with proposed improvements. Correspondence, meetings, and dates of sent utility notification letters will be recorded in the Utility Coordination Matrix and provided to the City upon request. Up to three (3) meetings with utility owners are included. Additionally, Kimley-Horn will coordinate new and/or modified service points of connection (POC) and design requirements with Southern California Edison (SCE).

**Task 2.2 Deliverables**

Utility Agency Tracking List and Two (2) rounds of utility notification letters

**Task 2.3: Geotechnical Investigation****Review Background Information and Site Reconnaissance**

We will review any available geotechnical investigation reports for the site vicinity and any other geotechnical reports associated with the project, if they are accessible. Additionally, we will review published and unpublished geologic literature in our possession, including publications from reputable sources such as the California Geological Survey (CGS) and the United States Geological Survey (USGS).

Before we perform the field exploration, to comply with legal requirements, we will notify Underground Service Alert (USA) of our proposed subsurface exploration locations at least 72 hours prior to commencing drilling activities. We will mark the proposed boring locations in the field. Scanning of existing utilities is excluded and utility locations will be based on available as-built data.

We will obtain an encroachment permit from the City of Fullerton for the portions of work within their right-of-way and obtain an encroachment permit from Caltrans for the portions of work within their ROW. We assume that the City of Fullerton will provide a no-fee encroachment permit. Additionally, we will obtain a drilling permit from the County of Orange Environmental Health as required for drilling in this area.

**Coordinate and Perform Deep Drilling**

We will advance a total of twelve (12) borings along the length of the project. Of the twelve borings, four borings will be deeper borings (25 to 50 feet below the existing ground surface (bgs)). Two of the deeper borings will be advanced to a depth of

approximately 25 feet bgs and two will be advanced to a depth of 50 feet bgs. The purpose of these borings will be to evaluate subsurface conditions along the proposed retaining walls so that foundation recommendations, including bearing capacity and settlement, can be developed. The four deeper borings will be advanced using a truck-mounted, hollow-stem-auger drill rig.

Based on the proposed depths of these deeper borings and the possibility of encountering groundwater within the boring, a drilling permit will be needed for these two borings from the County of Orange Environmental Health.

The drilling and sampling activities will be performed in accordance with the relevant American Society of Testing and Materials (ASTM) standards. We anticipate that personal protective equipment consisting of hard hats, steel-toe boots, eye protection, and hearing protection will be sufficient during the field exploration.

We have assumed that we will be able to access the locations of our proposed boring locations; we note that those locations are flexible and can be moved to different areas within the project while still achieving an adequate spread over the project area. During the soil boring operations, a licensed engineer or geologist will be present to observe and record the encountered subsurface conditions. Drive samples will be collected at approximately 5-foot intervals within the soil borings using either a Standard Penetration Test (SPT) sampler or a California Modified sampler. Driven and bulk samples from the soil borings will be carefully collected, properly packaged, and transported to the laboratory for further observation and testing.

Upon completion of the drilling and sampling activities, the borings will be backfilled with a lean concrete or grout material in accordance with the drilling permit requirements. Soil cuttings will be collected in drums and disposed off site. Please note that the disposal of contaminated soil cuttings falls outside the scope of services. In the event that we encounter soil cuttings that appear to be contaminated based on visual observations and odor during our drilling operations, we will immediately cease drilling activities and promptly notify the City.

To complete the four deeper borings, we have budgeted two 10-hour days of drilling due to the logistics of moving between locations and establishing traffic control at each location. Traffic control will be established at each location; we anticipate the need to close the far-right lane in each direction of Nutwood (one location and one lane closure at a time). We assume that the drilling can be performed during normal working hours. If drilling needs to be performed on a weekend or at night when traffic around the CSUF campus is reduced, an amendment will be required.

### **Perform Hand Augers**

We will perform six shallow hand-auger borings to a depth of approximately five feet below existing grade for the purpose of evaluating surficial within and adjacent to Nutwood Avenue. Additionally, we will perform an additional two shallow hand-auger borings to a depth of approximately 5 feet for the purpose of percolation testing and developing recommendations for infiltrating stormwater at the site. The total number of hand-augered borings proposed is eight (six for evaluating surficial conditions with respect to pavement design and two for percolation testing).

We have budgeted three working days to complete the hand auger borings at the proposed eight locations to ensure enough time is allocated to this work given the challenges of setting up traffic control. We will utilize a senior staff engineer and a field technician (for excavation support and coring asphalt/concrete as needed) over the course of this work to complete the eight locations within the budgeted time.

### **Perform Geotechnical Laboratory Testing**

Laboratory tests will be performed on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subsurface soils. The laboratory tests will encompass the following:

- In-Situ Moisture and Density tests
- Atterberg Limits test
- Grain size analysis, #200 Wash
- Expansion index test
- Direct shear
- Corrosivity test (pH, Sulfate, Chloride & resistivity)
- R-Value test
- Maximum Dry Density-Optimum Moisture Content tests

The specific quantities and types of tests will depend on the encountered material types during the subsurface exploration. For budgetary purposes, we have estimated a laboratory testing budget based on our experience with similar projects.



### Conduct Engineering Analyses

The results of our field exploration and geotechnical laboratory tests will be evaluated and engineering analyses will be performed to provide geotechnical recommendations for the design and construction of the Project. The following engineering analyses will be performed for the Project:

- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site,
- Evaluation of current and historical groundwater conditions at the site and potential impact on design and construction,
- Evaluation of the feasibility of using on-site soils for support of flatwork and pavements,
- Evaluation of foundation recommendations and lateral earth pressures for the new retaining walls trending below the SR 57 Freeway and tiebacks as needed,
- Evaluation of expansion potential and, if needed, recommendations to mitigate the potential impact of expansive soil conditions on the Project,
- Evaluation of the corrosion potential of near surface on-site soils, and
- Evaluation of feasibility of infiltrating stormwater at the site and recommendations for design infiltration rates.

### Prepare Geotechnical Report

Upon completion of the engineering analyses, we will compile the findings, results, and recommendations into comprehensive geotechnical investigation reports. We anticipate that two reports will be required: Caltrans Foundation Report for the retaining walls, and a report for submittal to the City of Fullerton for scope of services outside of the Caltrans right-of-way. The reports will be submitted to the City in electronic format. In general, the reports will include the following:

- Site Location Map.
- Boring location map and logs of borings that include summarized laboratory testing results.
- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site.
- Evaluation of current and historical groundwater conditions at the site and potential impact on design and construction.
- Evaluation of the feasibility of using on-site soils for support of proposed improvements.
- Evaluation of expansion potential and, if needed, recommendations to mitigate the potential impact of expansive soil conditions on the Project.
- Evaluation of the corrosion potential of near surface on-site soils.
- Development of general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage.
- Recommendations for utility trenches.
- Recommendations for retaining wall design and construction.
- Recommendations for temporary shoring.
- Recommendations for flatwork/sidewalks design and construction.
- Recommendations for infiltration of stormwater at the site.

An electronic copy of the final report will be signed by a Registered Geotechnical Engineer (GE).

#### **Task 2.3 Deliverables**

Caltrans Foundation Report and Geotechnical Report signed by a registered Geotechnical Engineer (GE)

#### **Task 2.4: Hazardous Materials Report**

Kimley-Horn will prepare a memorandum describing standard procedures for mitigating hazardous materials in construction per the Initial Study (IS) and the Phase I Environmental Site Assessment (ESA). Kimley-Horn will review online databases for the State Water Resource Control Board and the Department of Toxic Substance Control to confirm no recent cases have opened along the corridor. Kimley-Horn will also prepare the Caltrans Initial Site Assessment (ISA) Checklist for Caltrans approvals.

#### **Task 2.4 Deliverables**

Phase I ESA and ISA Checklist

#### **Task 2.5: Survey Engineering**

The Kimley-Horn Team will set control for and provide aerial topographic survey at a scale of 1"=50' horizontal with a 2-foot contour interval. The limits will be along Nutwood Avenue from 50 feet west of State College Boulevard to 50 feet east of North

Placentia Avenue. Limits will extend 100 feet north of the City ROW line and 50 feet south of the City ROW line. Limits will extend 100 feet north and/or south at cross streets and intersections (State College Boulevard, Commonwealth Avenue, SR-57 southbound and northbound ramps, and North Placentia Avenue). Limits are shown in the attached Survey Exhibit. ABC Mapping approvals from Caltrans is excluded.

The Kimley-Horn team will also prepare a design-level Topographic Survey (conventional field survey) within the project limits. Limits are shown in the attached Survey Exhibit. The topographic survey will extend approximately 30 feet north of the northerly City right of way line on Nutwood Avenue in CSUF property. The survey's boundary component will include a field boundary verification denoting current property lines and easements of record as shown on current county recorded maps, roadway centerlines, Assessor Parcel Numbers, and owners. Title reports to show easements on private property are assumed to be provided by the City. Kimley-Horn will obtain encroachment permits from the City and Caltrans for field survey. The items to be included are as follows:

#### **Survey Control**

1. The vertical control will be based on the Caltrans Vertical Control Network
2. The horizontal control will be based on the Caltrans Horizontal Control Network

#### **Topographic Survey Features**

3. Survey observations will be taken on a 25-foot natural ground grid and 25-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, driveway aprons and handicap ramps.
4. Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Project site
5. Location of signing and striping within the Project site
6. Location of trees over 6 feet in height, regardless of caliper, within the Project site

#### **Utilities**

7. Location, elevation, size, and type of visible above ground utilities within the Project site
8. Flow line invert elevations and sizes of drain inlets, sanitary sewer, and storm drain manholes within the Project site, unless bolted down
9. Existing utility lines identified by painted striping from USA markings will be surveyed

#### **Task 2.5 Deliverables**

Signed and stamped PDF file, and AutoCAD 2021 Civil 3D base file

#### ***Task 2.6: Site Evaluation/Investigation***

Up to three Kimley-Horn staff will conduct a comprehensive site investigation/field walk with the survey to verify site conditions, drainage, needed concrete and asphalt repairs, non-ADA compliant improvements, utility locations, and note other typical features not included on the provided survey. Field notes and photographs will be taken throughout the Project area to supplement design and for preconstruction reference.

At traffic signal locations, Kimley-Horn will collect and research available records pertaining to each project intersection, including traffic signal, traffic signal interconnect, bus priority communication plans, controller cabinet inventory, and other information. Kimley-Horn will coordinate with Caltrans and the City of Placentia to obtain traffic signal as-builts and permission to access traffic signal equipment for inventory at the SR 57 ramp intersections and the Nutwood Avenue & Placentia Avenue intersection.

#### **Task 2.6 Deliverables**

Field notes and Site photographs

#### ***Task 2.7: Base Map Preparation***

Utilizing available information, collected materials, survey, and field investigation data, Kimley-Horn will prepare base plans/CAD base files for the project corridor. The base plans will be reviewed per the QMS requirements developed as part of Task 1.6. The base plans will show centerline, ROW, relevant existing street improvements, utilities, landscape, and existing traffic controls within the Project area. A high-resolution aerial image will be overlaid in the background of the base plans.

#### **Task 2.7 Deliverables**

Electronic file base maps in PDF and AutoCAD format

### Task 3: Preliminary Design

#### *Task 3.1: Preliminary Design Site Walk*

Kimley-Horn will lead a site walk with City staff, subconsultants, and applicable stakeholders to identify Project opportunities, constraints, and challenges utilizing the City's design concept presented in the RFQ. Kimley-Horn will lead a preparation conference call with the team to review the preliminary design and discuss key Project features in preparation for the site walk. Discussion at the preparation call and preliminary design site walk will be documented in meeting minutes and distributed to the attendees.

#### **Task 3.1 Deliverables**

Preparation call agenda, Hard copy Preliminary Design Exhibits for use on site walk, and Meeting minutes

#### *Task 3.2: Preliminary Design Exhibit and Cost (30%)*

Kimley-Horn will prepare a preliminary design exhibit for public viewing utilizing the City preliminary concept and initial input from the preliminary design site walk. The exhibit will include typical sections at key areas, overlaid aerial imagery, and annotations of opportunities and constraints. The exhibit will be prepared as a roll plot showing the entire project area or as multiple 11"x17" exhibits per the City's preference. Additionally, Kimley-Horn will prepare a preliminary Opinion of Probable Construction Cost (OPCC) based on the concept plan. Kimley-Horn will address one set of City comments on the Preliminary Design Exhibit and OPCC and gain concurrence from the City to move into Task 4. Design presentations to City committees and stakeholders are assumed to be conducted by the City and are excluded.

#### **Task 3.2 Deliverables**

Preliminary Design Exhibit and OPCC in PDF format, and Comment responses

#### *Task 3.3: Type Selection Report (TSR)*

As part of the 30% design, Kimley-Horn will prepare a TSR following Caltrans guidelines to identify the preferred Earth Retaining System (ERS) type(s) to retain the embankment slope in front of both bridge abutments. In addition to the narrative identifying and substantiating the preferred ERS type, the TSR will include a General Plan sheet of the proposed ERS and a General Plan Estimate which is high-level OPCC for the Structural Items of Work necessary for the preferred ERS construction. It is assumed that as-builts for the original SR-57 undercrossing construction and widening will be made available prior to preparation of the TSR.

Prior to Caltrans submittal, Kimley-Horn will address one round of consolidated, non-conflicting comments on the TSR from the City and other stakeholders. After Caltrans submittal, Kimley-Horn will address one round of consolidated, non-conflicting comments on the TSR from Caltrans reviewers. It is assumed that all review comments will be clerical in nature and will not require significant revisions or deviations from the intent of the submitted TSR.

#### **Task 3.3 Deliverables**

TSR (up to three iterations), General Plan (up to two sheets per wall), and General Plan Estimate

#### *Task 3.4: Conceptual Aesthetic Treatment Plan*

Kimley-Horn will host one (1) aesthetics workshop with the City and relevant stakeholders. Following feedback from the workshop, Kimley-Horn will develop one (1) design theme exhibit which will show hardscape enhancements, landscape enhancements, and schematic retaining wall aesthetics. Theme will identify the colors, materials, textures, layout and general size of hardscape and identity elements. We assume up to one (1) round of consolidated comments on the design theme exhibit.

#### **Task 3.4 Deliverables**

One (1) 24"x36" Theme Concept Board in PDF format

#### *Task 3.5: Preliminary (Existing) Traffic Evaluation and Alternative Analysis*

Kimley-Horn will collect existing signal timing sheets for all study intersections for our initial use in the alternative evaluation study. This requested data will then be used to develop a Synchro network to evaluate existing timings against the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) standards. Our team will conduct a field review to collect information regarding roadway conditions, study intersection traffic controls and lane geometrics, pedestrian facilities, transit facilities, bicycle facilities, and other information for all signalized intersections within the corridor.

Synchro software will be used to evaluate the corridor for both existing and proposed geometric alternative evaluations. This modeling analysis will be the basis of determination for signal synchronization, proposed intersection lane configurations, turn

pocket lengths, and alternative signal operations such as leading pedestrian intervals, flashing yellow, potential use of Advanced Traffic Signal Performance Measures (ATSPM), and local peer-to-peer controller operation for seamless corridor adjustments.

We propose to collect turning movement counts for the seven (7) locations within the project area to update. Proposed traffic counts to be collected include 6 hours of vehicle turning movement counts (TMC) with bicycle and pedestrians for each intersection to cover the AM, midday, PM, and peak weekend analysis time periods. We will also collect weeklong average daily traffic (ADT) counts at two (2) mid-block locations. We will also note recommended adjustments to traffic volumes we feel appropriate to account for any observed and forecasted over-saturated movements or intersections in the timing analysis. This data will supplement, verify, and update traffic data already contained in the existing City base Synchro networks.

### **Task 3.5 Deliverables**

Preliminary Traffic Evaluation and Alternative Analysis with Synchro model analysis and traffic volumes summary; and Intersection PHF, heavy vehicle percentage, conflicting pedestrian and bike calls with proposed design remediations and alternative operational considerations

### **Task 4: PS&E**

#### ***Task 4.1 Plans:***

Based on reports and feedback received on the 30% Design phase from the City, Kimley-Horn will prepare 60%, 90%, and Final Plans to the City for review and comment. The plans will include the necessary civil and structural modifications within the project area (see attached Sheet Count Table for complete sheet breakdown)

The plans will be prepared in accordance with the City of Fullerton Standard Drawings, Caltrans Standards Plans, Standard Specifications for Public Works Construction, and the CA MUTCD on 22" x 3", full-size sheets using AutoCad 2024 drafting software. It is assumed that plans for work within Caltrans right-of-way and CSUF right-of-way will follow City drafting standards consistent with the overall Plans unless otherwise noted below. Included in the plan set will be the following:

#### **Title and Notes Sheet (up to 2 sheets)**

Kimley-Horn will prepare a title sheet showing the vicinity map, construction notes, sheet index, and other Project information.

#### **Typical Sections Sheets (up to 2 sheets)**

Kimley-Horn will prepare section sheets showing existing and proposed lane configuration, bikeway sections, roadway sections, ROW limits, curb and gutter types, sidewalk, and pivot points for improvements. Sections will be shown at key roadway crossings or constraint points.

#### **Layouts, Profiles, and Details (up to 18 sheets)**

Kimley-Horn will prepare roadway plan sheets that will include the following: demolition and removals, bikeway, sidewalk, and street improvements, street bearing/distance information, row widths, street widths, location of existing and proposed overhead and underground utilities with applicable construction notes, retaining wall locations and notes, top of curb and gutter flow line where applicable, street centerline elevations in profile view at a scale of H: 1" = 20' / V: 1" = 8'. We will provide bow-up details for median, curb ramps, and bikeway improvements where necessary. Improvements within CSUF right-of-way will be shown on the City plans and no separate plans will be prepared for CSUF review and approval. CSUF detail plans will be provided where necessary along the north side of Nutwood Avenue from Titan Drive to Folino Drive for improvements within CSUF right-of-way. The scope of improvements in CSUF right-of-way is limited to improvements required to accommodate the proposed bicycle facilities and encompasses the CSUF frontage where bicycle facilities are proposed, the northwest corner of the Nutwood Avenue and Folino Drive intersection, and the vehicular turn around area parking lot directly east of West Campus Drive.

#### **Drainage Plans, Profiles, and Details Sheets (up to 4 sheets)**

Kimley-Horn will prepare storm drain plans that will include the following: catch basin modifications laterals, and potential conflicts with existing utilities elevations in profile view with approximate location of utilities in at a scale of H: 1" = 20' / V: 1" = 8', per the utility agencies' readily available record drawings. It is assumed that drainage patterns will be maintained. Drainage plans will encompass design for lateral connections only and mainline storm drain design is not anticipated. Impacts to the Placentia Channel are not anticipated or included.

#### **Water Pollution and Erosion Control Sheets (up to 2 sheets)**

Kimley-Horn will prepare a Caltrans format water pollution and erosion control plans in accordance with Caltrans Standard Plans within the Caltrans right-of-way at a scale of 1" = 40'.

### **Traffic Handling and Temporary Traffic Signal Sheets (up to 6 sheets)**

Kimley-Horn will prepare Stage Construction Plans that will show two primary stages of work. Kimley-Horn will prepare traffic handling and temporary traffic signal sheets to indicate temporary traffic delineation for the proposed construction within Caltrans right-of-way. This consists of showing a traffic shift and signal modification for up to two stages of work at a scale of 1" = 40'. It is assumed that traffic handling plans for work outside of Caltrans right-of-way will be provided by the Contractor and are excluded.

### **Signing and Striping Plans and Details Sheets (up to 5 sheets)**

Kimley-Horn will prepare signing and striping plans showing proposed signing and striping along Nutwood Avenue and proposed bike paths. We will coordinate this task with the CSUF Pedestrian Bridge project design team for consistency of the proposed striping and signing design at the Nutwood Avenue and Commonwealth Avenue intersection at a scale of 1" = 40'. Signing and striping plans will comply with City standards, Caltrans standards and the CA MUTCD.

### **Street Lighting Plans and Details Sheets (up to 3 sheets)**

Kimley-Horn will prepare streetlight plans for State College Boulevard to Placentia Avenue along both sides of Nutwood Avenue at a scale of 1" = 40'. We will conduct voltage drop calculations to determine the wiring sizes and anticipate the need to connect to existing service locations along the corridor. New service point locations may be necessary. Coordination with SCE to determine new and existing service points to be used will be a part of this task. Streetlight spacing will be per City standards and a photometrics analysis is not included. Decorative street lighting fixtures are excluded from this scope of work.

### **Bikeway Lighting Plan and Photometric Analysis (up to 3 sheets)**

Kimley-Horn will prepare a Bikeway Lighting Plan in accordance with current City standards at 40 scale (1"=40'). Improvements will show installations of pedestrian-level lighting for the proposed bikeway. Available power feed point for the circuit is assumed to be located within 200 feet of the project alignment. We will conduct voltage drop calculations to determine if separate circuit runs are needed for the added lights.

Kimley-Horn will prepare photometric analysis and exhibits for the existing lighting and up to three (3) alternative lighting scenarios. The photometric analysis will be calculated using AGI32 lighting software. We will create the AGI32 model with existing luminaires to determine existing conditions including horizontal illuminance and uniformity ratio values to compare with the required/recommended values per ANSI/IES RP-8-21.

It is assumed that lighting spacing requirements will be provided and confirmed by the City.

### **Traffic Signal and Detail Sheets (up to 6 sheets)**

Kimley-Horn will prepare traffic signal plans and detail plans using the field review data and as-builts received from the City, at a scale of 1" = 20" for traffic signal plans. Traffic signal-related details will be provided for controller cabinets, splice enclosures, and vaults. Traffic signal modifications are anticipated at four (4) intersections (Titan Drive, Folino Drive, the SR-57 southbound ramps, and SR-57 northbound ramps). Signal modifications at the State College Boulevard, Commonwealth Avenue, and Placentia Avenue Intersections are excluded. It is assumed that traffic signal improvements at Commonwealth Avenue are to be provided by the CSUF design team.

### **Planting and Irrigation Plan Sheets (up to 28 sheets)**

Kimley-Horn will develop a plant palette and gain approvals from the City and CSUF for the planting design approach. Irrigation design will be coordinated with City and CSUF maintenance to confirm existing conditions and preferred irrigation equipment. Kimley-Horn will develop planting and irrigation plans and details at a scale of 1" = 20', which will encompass landscape and irrigation in the roadway medians, parkways, and CSUF property. The following additional planting and irrigation plans are anticipated within Caltrans right-of-way only: planting quantities, irrigation quantities, plant and irrigation removals and removal quantities. No additional offsite landscape or irrigation plans are anticipated.

### **Architectural Plans (up to 6 sheets)**

Kimley-Horn will prepare architectural detail sheets for the retaining walls at the underpass and wayfinding/signage elements. Typical details will include plan enlargements for layout, cross sections, and graphic elevations along with material specifications for the proposed treatment based on approved thematic designs. Bus shelter design is excluded and assumed to be provided by the City.

### **Retaining Wall Plans (up to 14 sheets per wall)**

Kimley-Horn will prepare a Caltrans format retaining wall plan for retaining walls under the SR 57 Undercrossing at Nutwood Avenue that will encompass the following: index and notes, retaining wall general plan, plan and elevation view, associated typical sections, and details. This task encompasses performing design calculations for review and approval by the City and



Caltrans. An independent check as required by Caltrans will be performed on the 60% plans. The following assumptions pertain to the retaining wall plans:

- It is assumed that the Nutwood Avenue roadway typical section underneath the SR-57 undercrossing structure will not realign the existing northerly or southerly curb and gutter and that retaining walls will be proposed six to eight feet behind the existing back of sidewalk location.
- It is assumed that the City and Caltrans will approve the retaining wall type(s) prior to preparation of the plans and calculations.
- It is assumed that there are no major utility, drainage, or right-of-way conflicts that would be coordinated as part of this design.
- It is assumed that the existing pole mounted camera and concrete foundation on the northeast side of the SR-57 interchange will not be impacted.
- It is assumed that the proposed retaining walls are setback far enough from the existing bridge abutments and will not impact the retaining wall design. If evaluation of the influence of existing structures is required, we reserve the right to reevaluate the fee.
- It is assumed that the existing irrigations lines at the abutments will not be impacted.
- It is assumed that the aesthetic treatment on the existing slope paving will be removed and replaced with Caltrans standard slope paving. No aesthetic treatment will be replaced/proposed on the slope paving.

#### **Task 4.1 Deliverables**

60%, 90%, and Final Plans, Electronic files in AutoCAD 2024 C3D and PDF plans (final plans will be sealed and signed), and Response to previous review comments via a comment resolution matrix for each submittal

#### ***Task 4.2: Opinion of Probable Construction Cost***

Kimley-Horn will prepare an OPCC (estimate) based on quantities, for comparison to project budget and assistance during Contractor's bidding process. Unit prices will be derived from readily available bid information based on similar projects within the area, Caltrans Contract Cost Data, and information provided by the City. Backup will be generated for lump sum items. Contingencies will be shown, as agreed upon with City staff.

#### **Task 4.2 Deliverables**

60%, 90%, and Final OPCC in PDF format

#### ***Task 4.3: Specifications***

Kimley-Horn will prepare special provisions (technical specifications), as needed, based upon the boiler plate supplied by the City. References to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition will be shown. The 60% submittal will include a list of special provisions only that corresponds with the OPCC.

#### **Task 4.3 Deliverables**

60%, 90%, and Final special provisions in PDF format

#### ***Task 4.4: Water Quality Management Plan (WQMP)***

Kimley-Horn will develop a WQMP for the project improvements within CSUF right-of-way in compliance with and meeting the requirements set forth in, Order No. R8-2009-0030 (as amended by Order No. R8-2010-0062)/NPDES No. CAS618030, of the Santa Ana Regional Water Quality Control Board. The WQMP will incorporate LID Best Management Practices (BMP) to the maximum extent practicable per the United States Environmental Protection Agency (USEPA) Green Streets Handbook. The WQMP will document required BMPs for impacts in CSUF right-of-way and a separate WQMP for improvements in City right-of-way is excluded.

Kimley-Horn will prepare a Water Quality Memorandum to document BMPs within City right-of-way. This memorandum will document additional impervious area calculations and any BMPs implemented in City right-of-way. The memorandum will also document justification for omitting BMPs if applicable. The memorandum will not follow the Orange County Water Quality Management Plan template.

Kimley-Horn will also prepare a Short Form Storm Water Data Report (SWDR) to document BMPs within Caltrans right-of-way. It is assumed that a Long Form SWDR will not be required since the project is not anticipated to propose over 10,000 square feet of impervious area in Caltrans right-of-way.

**Task 4.4 Deliverables**

Draft WQMP and Final WQMP for CSUF improvements, Water Quality Memorandum for City improvements, Short Form Storm Water Data Report for Caltrans improvements

**Task 4.5: Caltrans Approvals**

It is assumed that Caltrans approvals will be processed through the Design Engineering Evaluation Report (DEER) process. If Caltrans requires full oversight, an amendment will be required for the associated additional engineering support and documentation.

Kimley-Horn will assist the City in consulting with the Caltrans District 12 Encroachment Permit Engineer during preliminary design to evaluate the appropriate Caltrans approval process and gain exceptions to allow the project to fall within the DEER process. Kimley-Horn will prepare a Caltrans submittal package and assist the City in obtaining Caltrans approvals for the project. This consists of coordinating Caltrans reviews and coordinating comment iterations. We will attend up to four (4) meetings with Caltrans staff. The Caltrans submittal package will include the following additional items not previously mentioned in the scope of services:

- TR 0416 Application Form
- DEER Application Checklist
- DEER Report per the Appendix I of the Caltrans Project Development Procedures Manual
- City approved/completed Environmental Documentation
- Coordinate Owner Authorization Letter with the City
- OPCC for improvements in the Caltrans ROW

**Task 4.5 Deliverables**

TR 0416 and TR 0100 application forms, Owner Authorization Letter, Caltrans OPCC, Comment Response Matrix for Caltrans approvals, and Meeting minutes

**Task 4.6: Right-of-Way (ROW) Requirements**

Kimley-Horn will prepare a ROW needs exhibit based on the 60% plans, which will identify permanent and temporary acquisitions, easements, and encroachments based on existing property boundaries and anticipated ROW needs required to construct the Project improvements and utility relocations. Based on the City's preliminary concept, it is assumed that there will only be temporary and/or permanent acquisitions on one parcel (APN 338-082-02).

It is assumed the City will provide Title Reports for the impacted properties and that the City will lead acquisition and negotiations. It is also assumed that ROW needs will not vary after the 60% submittal. Plats maps and legal descriptions are excluded and will be provided by the City.

**Task 4.6 Deliverables**

ROW needs exhibit

**Optional Tasks****Task O-1: Arboricultural Study Memorandum**

Upon authorization by the City, the Kimley-Horn team will provide arboricultural services for the inspection, coordination, and documentation of the existing trees within the Project limits. The consultant will inspect, evaluate, and provide options for the preservation of up to 30 trees. Arboricultural services will be performed by an International Society of Arboriculture (ISA)-certified arborist. Our team will prepare a technical memorandum that will include inventory and industry standard guidelines for root pruning and tree preservation. Based on data collection and observations, our team will incorporate the discoveries of the existing trees, impacts to the overgrown, and provide recommendations for tree preservation. Field methods are evaluated with a ground visual survey and does not include testing or lab analysis. No risk assessment is performed.

**Task O-1 Deliverables**

Arboricultural study memorandum, Field photos, Notes, and Inventory data

**Task O-2: Potholing**

Upon authorization by the City, the Kimley-Horn team will provide up to eight (8) vacuum excavation potholes to identify utilities where anticipated conflicts may exist. Potholing information will be used to identify potential conflicts with the proposed improvements. We assume traffic control for potholing will be based on WATCH manual. Preparation of traffic control plans, hot-

mix asphalt patching, half-sack slurry backfill, aggregate base backfill are excluded. We assume the City will issue a no-fee permit for potholing.

#### **Task O-2 Deliverables**

Utility Potholing Data/Report

#### ***Task O-3: Design Standard Decision Document (DSDD)***

Upon authorization by the City, provide documentation of non-standard features within the Caltrans right-of-way if it is determined during preliminary design with the City that they cannot be eliminated. This entails preparation of Caltrans standard DSDD and obtaining Caltrans approvals. We anticipate documenting up to three non-standard design exceptions.

#### **Task O-3 Deliverables**

DSDD

#### ***Task O-4: Right-of-Way Coordination/Acquisitions***

Upon authorization by the City, the Kimley-Horn team will assist the City with right-of-way (ROW) coordination and acquisitions. We assume the following APN's will be impacted by the Project:

	<b>Assessor's Parcel Number (APN)</b>	<b>Owner</b>	<b>Site Address</b>	<b>Land Use</b>
1	338-101-11	OC Nutwood 20210, LLC	2406 Nutwood Avenue, Fullerton	Multi-Residential
2	338-101-10	Nutwood East Apartments, Inc.	2446 Nutwood Avenue, Fullerton	Multi-Residential
3	338-112-01	Corp of President, OF LA	2470 Nutwood Avenue, Fullerton	Commercial
4	338-111-01	Hope International University	2500 Nutwood Avenue, Fullerton	Commercial Stores and Retail Outlet
5	338-081-01	Glenroy Partners; Heller Warner Villa Venture	2600 Nutwood Avenue, Fullerton	Commercial Buildings and parking lot
6	338-082-02	University Plaza LTD	2736 Nutwood Avenue, Fullerton	Miscellaneous commercial
7	338-031-36	H & S Energy, LLC	2950 Nutwood Avenue, Fullerton	Commercial Service Station
8	338-011-16	World Oil Marketing Company	901 N. Placentia Avenue, Fullerton	Commercial Service Station

ROW coordination and acquisitions encompass the following items:

#### **Title Examination**

The Kimley-Horn team will obtain preliminary title reports (PTRs) for the affected parcels (up to eight [8]). We will perform a desk review of title report, legal description, and plat map to verify ownership and identify any encumbrances. We will assist in clearing encumbrances prior to escrow closing. This does not include fees for litigation guarantees.

#### **Deliverables**

Up to 8 Preliminary Title Reports (PTRs)

#### **Appraisal Reports or Waivers**

The Kimley Horn team will work with a qualified appraiser who will provide estimates and opinions of value for up to eight (8) parcels owned by eight (8) unique property owners, resulting in an expected eight (8) appraisal reports. Appraisals will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute's Code of Ethics, and federal policies and regulations, where applicable. When possible, the Kimley-Horn team will attempt to complete waivers in lieu of appraisal reports. However, the risk of still needing to complete an appraisal report and review will remain if a property owner is resistant to negotiations. This scope assumes appraisals will not be required for interagency agreements, no Phase I or Phase II Site Assessments are required, appraisal fees assume temporary construction easements (TCEs) and/or permanent easements only; no full or partial acquisitions or relocation assistance.

#### **Deliverables**

Up to 8 Appraisal Reports or Waiver Valuations



### Appraisal Review

A licensed and qualified review appraiser on our team will provide Independent Desk Review of the appraisal reports, in accordance with federal aid requirements defined by the Caltrans Local Agency Procedures Manual (LAPM) and Caltrans Right of Way Manual. The Review Appraiser will verify the appraisal report's conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute's Code of Ethics, and federal policies and regulations, where applicable.

Upon completion of both the appraisal report and review appraisal, the documents will be provided to the Agency for approval of Amount of Just Compensation.

#### **Deliverables**

Up to 8 Appraisal Reviews

### Acquisition Negotiation

The Kimley-Horn team will negotiate with up to eight (8) property owners for the purchase of property rights (temporary construction easements and/or permanent acquisition easement acquisitions only; no full or partial acquisitions or relocations) in good faith. Upon initiating the negotiation process, our agents will establish a positive rapport, trust and a reliable working relationship with the property owner in order to create an atmosphere in which successful negotiations can be conducted. The property owner will be given a detailed explanation of the property interest being acquired and the proposed design and construction details as it affects the property. We will assign one agent to be the primary point of contact for each property owner. We will advise regarding the acquisition process and the construction (timing, phasing, type, etc.). We will review all project files for quality assurance to make sure all acquisition files meet all local, state, and federal laws and regulations, as well as compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) requirements. Specifically, the Kimley-Horn team will:

- Prepare offer letter, summary statement, and list of compensable items, in accordance with state or federal regulations and the approval of the City
- Present written purchase offer to owner or their representative
- Follow-up and negotiate with property owner
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of all necessary property interests
- Prepare impasse letters if required
- Provide necessary documents and diary logs for litigation support in the event an acquisition is unable to be settled via voluntary means or due to construction schedule constraints
- Transmit closed acquisition documents to the City

This scope assumes eminent domain support will include impasse letters, and copies, owner files and diaries sent to the attorney. Additional eminent domain services may charge. Deposition, court testimony and expert witness fees are additional, to be compensated on a time and materials basis. This scope assumes that the City will provide Right-of-Way document templates. The Kimley-Horn team can provide templates for an additional fee.

#### **Deliverables**

- Offer Packages Acquisition Offer Documents
- Acquisition Documents including Appraisal Report containing amount of Just Compensation
- Administration Settlement Memorandums (where applicable)
- Impasse Letters and other required condemnation support documents (where applicable)

### Escrow Coordination

Once the Kimley-Horn team has obtained signatures from the property owner and the City on acquisition agreement(s), we will open escrow with the preferred escrow company of the City. We will oversee escrow instructions and will deliver them to the City for approval. We will coordinate payment between the Grantor, City, and the Escrow Company. We will obtain signature on all necessary documentation such as grant deeds and temporary construction easement deeds to convey title.

#### **Deliverables**

- Escrow Documents including Escrow Instructions and Escrow Closing Schedule
- Final Title Policy

**Right of Way Certification**

The Kimley-Horn team will obtain right of way approval or certification documenting that real property interests have been secured and that all right of way activities were conducted in accordance with the applicable policies and procedures. During this process, we will coordinate and attend certification planning activities and meet with the City, project partners and stakeholders to determine project requirements. We will prepare the submittal package that will include the certification form and compilation of the necessary backup documents. This would generally include deeds, resolutions of necessity, and final orders of condemnation, access agreements, cooperative agreements and permits and utility documents, among others. We will evaluate right of way for correctness and consistency following Caltrans review check-off information as part of the project process. We will supply accurate information for certification of right of way at project closeout. We will address one (1) set of review comments from Caltrans. We assume City attorney will provide eminent domain documentation, where applicable.

**Task O-4 Deliverables**

- Caltrans Certification forms and document packet

***Task O-5: Proposed Signal Timing and Optimized Operations*****Optimized Timing Analysis**

The team will meet with the City to discuss signal timing parameters such as cycle length, minimum timing threshold, and phase sequencing. We will recommend new timing plans with optimal key Measures of Effectiveness (MOE) performance that results in the lowest average delay and number of stops for the corridor. The Kimley-Horn team will develop optimum timing plans using an iterative process using Synchro's optimization capabilities, our own experience, and fine tuning via multiple software programs (SIMTRAFFIC, Tru-Traffic, and WaySync). Upon approval by the City, we will coordinate with Caltrans operations staff in District 12 on approval of the proposed optimized timing plans. The final performance statistics generated by our analysis programs (Average Delay, Average Speed, and Number Stops) will be used as the benchmark condition for the evaluation of alternative model plans during the optimization process.

Timing conformance with CA MUTCD guidelines for yellow clearance, pedestrian clearance, and bicycle minimum green time for each intersection will be performed for new signalized intersection lane configurations and dimensions. These calculations and findings will be summarized in a brief tech memorandum with appendices data. The results of the final City-approved review of Phase Timings will be implemented into the new controller timing parameters during optimization.

**New Controller Timing Charts, Deployments, and Fine Tuning**

Kimley-Horn will convert and prepare draft timing charts for new project controllers. Based on City needs, goals, and central system compatibility, the controllers will be a 2070LX (ATC Standard and Caltrans Specification) ATC controller. The Kimley-Horn team is the most well-versed and equipped firm to produce timing sheets with advanced features (for either program as well as assist with controller deployment. The team proposes to prepare timing sheets for the Caltrans controller in electronic Microsoft Excel format. The timing sheets will contain all coordination parameters specific to Caltrans firmware (coordination pattern splits as green factors and coordination offsets in seconds). The files shall also use parameters such as phase sequence as lag phase flags and in A, B, C, D format and offset reference points as beginning of yellow.

**Fine Tuning Support**

After the implementation of optimized timing, the Kimley-Horn team will provide support to review the corridor's operation during each peak period and make adjustments as needed. In our experience, it can take up to 1 hour of in-field review per intersection to achieve optimized operations. Our scope of work will include a maximum of three (3) separate "post-timing implementation" field studies for each timing plan to assist in the refining of offsets, phase sequences, and split parameters in close consultation with other teams and the City. Any adjustment of the final timings at all intersections will be revised and resubmitted electronically (excel and PDF) for agency and stakeholder team acceptance. Upon final approval, Kimley-Horn we will provide three (3) hard copies of each intersections timing sheets for use in filing with the City, TMC, and cabinet, with all copies signed and stamped by a licensed California Traffic Engineer.

**Task O-5 Deliverables**

Optimized Synchro files and Seven (7) controller timing chart conversions – three (3) hard copies and electronic files (excel, PDF, and Databases file)

**Task O-6: Caltrans Materials Report**

Upon authorization by the City, provide recommendations for pavement structural sections for a range of Traffic Indices provided by the Civil Engineer in Caltrans right-of-way. This entails preparation of Caltrans standard Materials Report and obtaining Caltrans approvals (up to two rounds of revisions).

**Task O-4 Deliverables**

Caltrans Materials Report

**Assumptions and Exclusions**

The following assumptions were made when preparing the scope of work based on what we anticipate being required for the Project. If any of these change, we would need to re-evaluate our scope of work. Any work not specifically provided in the scope of work is excluded. Excluded work is not meant to be limited by the following:

- It is our understanding that environmental documentation for CEQA compliance has been completed by the City. Environmental services are excluded from this scope of work.
- It is assumed that the City will provide arboricultural recommendations unless Task O-1 is approved.
- Title reports to map easements on private property are assumed to be provided by the City.
- It is assumed that Caltrans approvals will be processed through the DEER process.
- It is assumed that Caltrans will issue a double permit for approvals. One permit will be issued to approve design and construction. The second permit will be issued to the Contractor with additional conditions of approval for items provided by the Contractor such as a SWPPP if required.
- It is assumed that the City will provide timely right-of-entry for access to private properties.
- A Storm Water Pollution Prevention Plan (SWPPP) is excluded. Based on preliminary analysis of the Conceptual Alignment shown in the RFQ, there is less than one acre of disturbed area proposed, which would not require a SWPPP. If a SWPPP is required, we assume this will be provided by the Contractor.
- A Traffic Management Plan (TMP) and lane closure report is excluded.
- Design for modifications to existing dry utilities such as electrical, gas, communication, cable, etc. is assumed to be provided by others. Plans for modifications to existing utilities such as water and sewer are not anticipated and is not included.
- Utility companies' fees, and City and other Agencies' permit fees, are excluded.
- Necessary permits for tasks stated herein, such as the geotechnical and field survey work, are assumed to be no-fee permits from the City.
- If Task O-2 is not approved by the City, it is assumed the City will provide potholing data adequate for design, if needed.
- If Task O-4 is not approved by the City, it is assumed the City will provide right-of-way coordination and acquisitions.
- We have assumed responding to one round of consolidated non-conflicting comments for each submittal.
- It is assumed that the Phase I ESA will not identify risks of contamination. A Phase II ESA is not included.
- An Intersection Control Evaluation (ICE), Intersection Safety and Operational Assessment Process (ISOAP), and additional traffic elements are not included.
- Coordination with existing businesses and private property owners not mentioned in the scope of services is assumed to be conducted by the City. It is assumed the City will provide Title Reports for the impacted properties. It is also assumed that ROW needs will not vary after the 60% submittal. Plats maps and legal descriptions are excluded and will be provided by the City.
- Environmental Mitigation Monitoring is not included in this scope of services.
- Mass copying for bid sets or other items is not anticipated.
- A hydrology and hydraulics analysis and report are excluded because the project will maintain existing drainage features with minor relocations or adjustments that will not impact hydraulic capacity.
- It is assumed that the City will provide standard asphalt concrete pavement sections for all proposed full-depth pavement. Pavement recommendations are excluded.

Nutwood Avenue Bicycle & Pedestrian Mobility Improvements Project

RFQ #2425-02

February 18, 2025

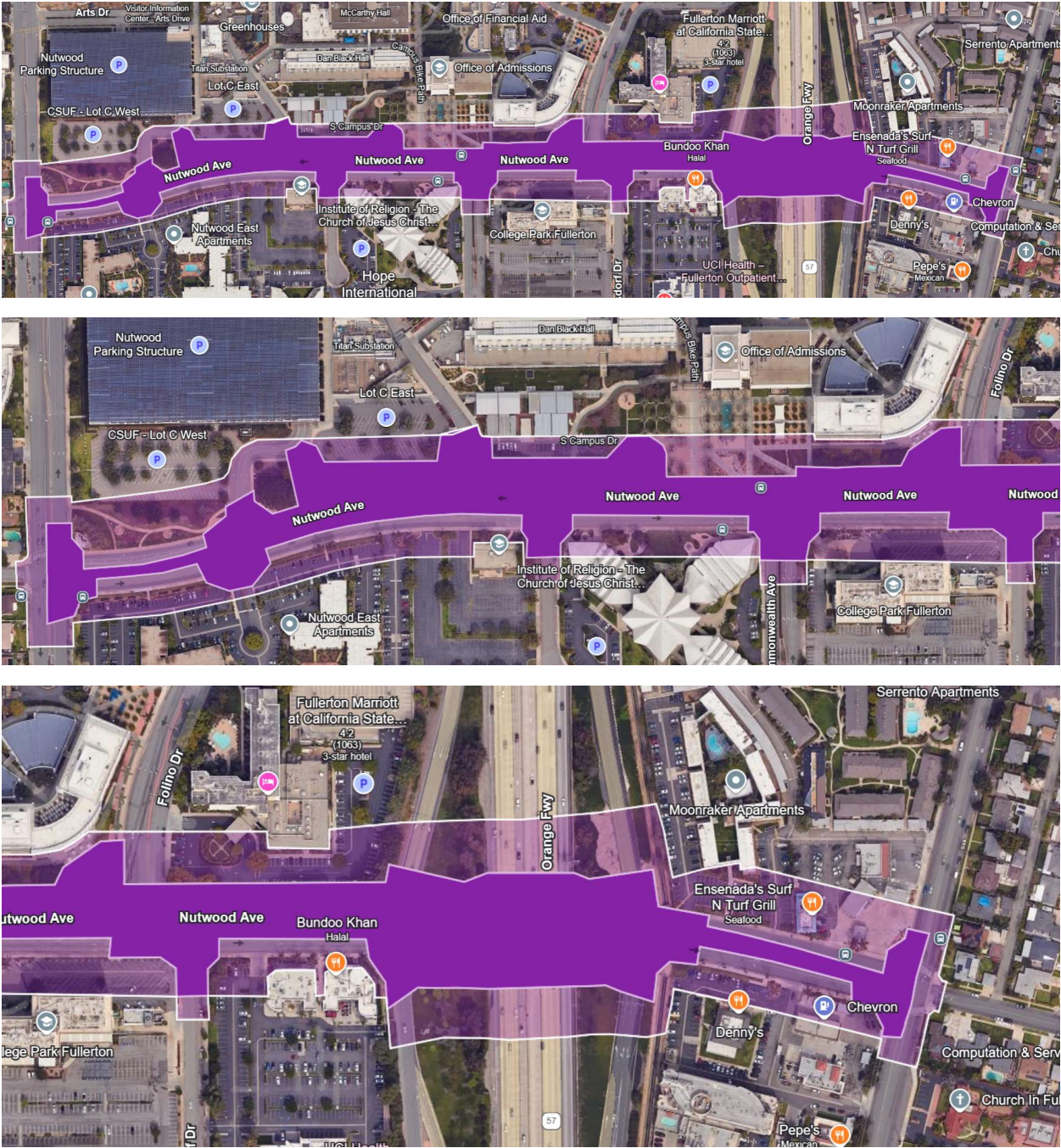
### Attachments

- Sheet Count Table
- Survey Exhibit
- Boring Location Exhibit

Sheet Title	Scale	Sheet Count
<b>Basic Roadway Plans</b>		<b>22</b>
<b>General</b>		<b>2</b>
<i>Title Sheet and Location Map</i>	NTS	1
<i>Drawing Index, General Notes, Abbreviations and Legend</i>	NTS	1
<b>Layouts, Profiles, and Details</b>		<b>20</b>
<i>Typical Cross Sections</i>	NTS	2
<i>Plan and Profile Sheets</i>	1" = 20'	8
<i>Improvement Details</i>	1" = 10'	10
<b>Drainage Plans, Profiles and Details</b>		<b>4</b>
<i>Drainage Layout and Profiles</i>	1" = 20'	2
<i>Drainage Details</i>	NTS	2
<b>Water Pollution Control and Erosion Control Plans</b>		<b>2</b>
<i>Water Pollution Control Plans / Details</i>	1" = 40'	1
<i>Erosion Control Plans / Details</i>	1" = 40'	1
<b>Traffic Plans</b>		<b>23</b>
<b>Traffic Handling and Temporary Traffic Signal Plans</b>		<b>6</b>
<i>Stage Construction Plans</i>	NTS	2
<i>Traffic Handling</i>	1" = 40'	2
<i>Temporary Traffic Signal Plans</i>	1" = 40'	2
<b>Pavement Delineation and Sign Plan</b>		<b>5</b>
<i>Signing and Striping Plans</i>	1" = 40'	2
<i>Signing and Striping Details</i>	NTS	3
<b>Street Lighting Plans (City Limits)</b>		<b>3</b>
<i>Street Lighting Plans</i>	1" = 40'	2
<i>Street Lighting Details</i>	NTS	1
<b>Bikeway Lighting Plans</b>	1" = 40'	<b>3</b>
<b>Traffic Signal Plans</b>	1" = 40'	<b>6</b>
<i>Traffic Signal</i>	1"=20'	4
<i>Traffic Signal Details</i>	1"=40'	2
<b>Miscellaneous Plans</b>		<b>62</b>
<b>Planting Plans and Details</b>		<b>14</b>
<i>Planting Cover Sheet</i>	NTS	1
<i>Planting Plans</i>	1" = 20'	10
<i>Planting Schedule and Details</i>	NTS	3
<b>Irrigation Plans and Details</b>		<b>14</b>
<i>Irrigation Cover Sheet</i>	NTS	1
<i>Irrigation Plans</i>	1" = 20'	10
<i>Irrigation Schedule and Details</i>	NTS	3
<b>Architectural Plans</b>	NTS	<b>6</b>
<b>Retaining Wall Plans</b>		<b>28</b>
<i>Retaining Wall General Plans</i>	1" = 20'	4
<i>Index to Plans/General Notes</i>	NTS	2
<i>Structure Plan and Elevation 1 and 2</i>	1" = 10'	4
<i>Foundation Plan</i>	1" = 20'	2
<i>Retaining Wall Details</i>	NTS	10
<i>Slope Paving Details</i>	NTS	2
<i>Log of Test Borings</i>	1" = 20'	4
<b>Total Sheet Count</b>		<b>113</b>



Survey Exhibit – 1/29/2025



Legend

Topographic Survey Area

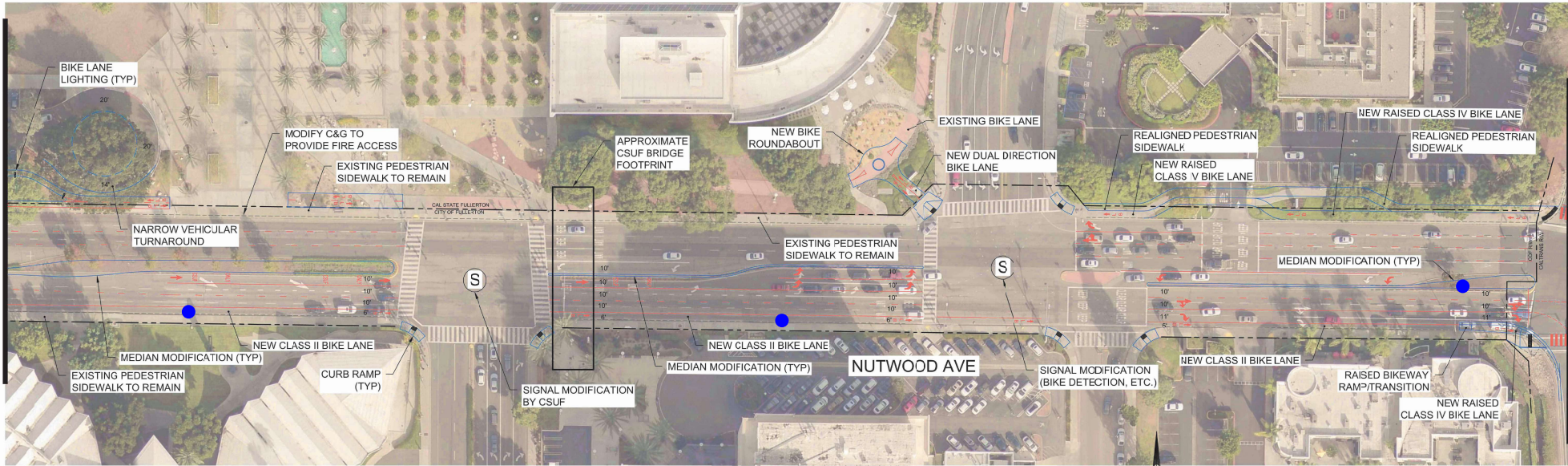
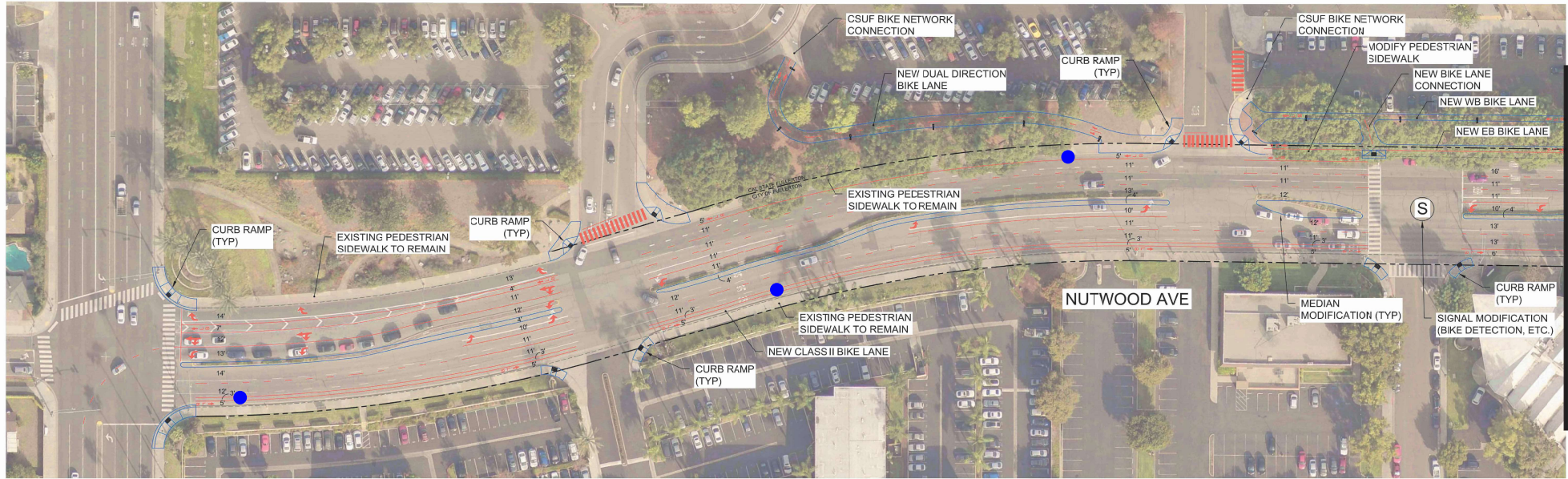


Aerial Survey Area





BORING LOCATION MAP



MATCHLINE - SEE ABOVE RIGHT

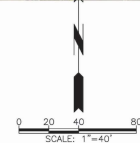
MATCHLINE - SEE BELOW LEFT

SEE SHEET 2



LEGEND

- 5-foot-deep hand-auger borings (surficial improvements and percolation testing)
- 50-foot-deep hollow-stem-auger borings (abutments)
- 25-foot-deep hollow-stem-auger borings (abutments)

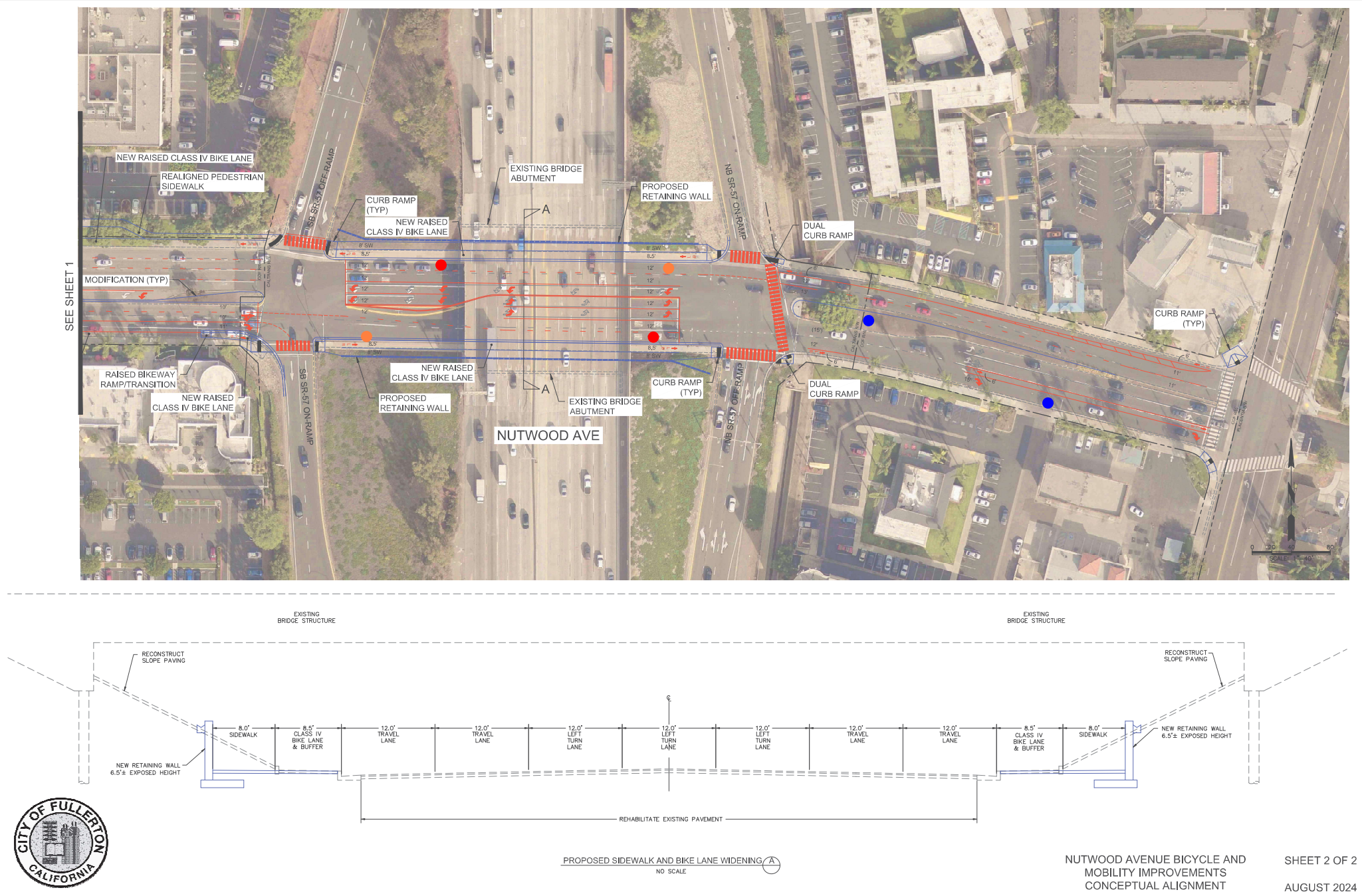


NUTWOOD AVENUE BICYCLE AND  
MOBILITY IMPROVEMENTS  
CONCEPTUAL ALIGNMENT

SHEET 1 OF 2  
AUGUST 2024



BORING LOCATION MAP



LEGEND

- 5-foot-deep hand-auger borings (surficial improvements and percolation testing)
- 50-foot-deep hollow-stem-auger borings (abutments)
- 25-foot-deep hollow-stem-auger borings (abutments)



# CITY OF FULLERTON

## Nutwood Avenue Bicycle & Pedestrian Mobility Improvements

### Active Transportation Program (ATP) Cycle 6

RFQ#2425-02

Kimley-Horn Fee Sheet - 2/18/2025

<b>Task 1</b>	<b>Project Management, Coordination &amp; Administration</b>	<b>\$</b>	<b>97,677</b>
1.1	Kick-off Meeting	\$	4,838
1.2	Project Design Team (PDT) Meetings (12)	\$	19,340
1.3	Schedule	\$	8,559
1.4	Ongoing Communication	\$	13,727
1.5	Agency/Stakeholder Coordination	\$	31,512
1.5.1	Caltrans Coordination (3 meetings)	\$	7,892
1.5.2	CSUF Coordination (6 meetings)	\$	14,635
1.5.3	Monthly Stakeholder Coordination	\$	8,985
1.6	Quality Control	\$	16,302
1.7	Project Closeout	\$	3,398
<b>Task 2</b>	<b>Preliminary Engineering</b>	<b>\$</b>	<b>249,795</b>
2.1	Records Research	\$	6,754
2.2	Utility Verification & Coordination	\$	18,318
2.3	Geotechnical Investigation	\$	96,122
2.4	Hazardous Materials Report	\$	17,206
2.4.1	Phase I ESA	\$	14,392
2.4.2	ISA Checklist	\$	2,814
2.5	Survey Engineering	\$	94,168
2.6	Site Evaluation/Investigation	\$	8,696
2.7	Base Map Preparation	\$	8,532
<b>Task 3</b>	<b>Preliminary Design</b>	<b>\$</b>	<b>120,739</b>
3.1	Preliminary Design Site Walk	\$	7,236
3.2	Preliminary Design Exhibit and Cost (30%)	\$	41,583
3.2.1	Preliminary Design Exhibit	\$	29,102
3.2.2	Opinion of Probable Construction Cost	\$	12,481
3.3	Type Selection Report (TSR)	\$	36,446
3.4	Conceptual Aesthetic Treatment Plan	\$	9,384
3.5	Preliminary (Existing) Traffic Evaluation and Alternatives Analysis	\$	26,090

**CITY OF FULLERTON****Nutwood Avenue Bicycle & Pedestrian Mobility Improvements****Active Transportation Program (ATP) Cycle 6****RFQ#2425-02****Kimley-Horn Fee Sheet - 2/18/2025**

<b>Task 4</b>	<b>Plans, Specifications &amp; Estimate (PS&amp;E)</b>	<b>\$ 781,432</b>
4.1	Plans	\$ 595,817
4.1.1	Title and Notes Sheet	\$ 5,247
4.1.2	Typical Sections Sheets	\$ 11,072
4.1.3	Layouts, Profiles, and Details	\$ 113,247
4.1.4	Drainage Plans, Profiles, and Details Sheets	\$ 25,022
4.1.5	Water Pollution and Erosion Control Sheets	\$ 12,288
4.1.6	Traffic Handling and Temporary Traffic Signal Sheets	\$ 32,822
4.1.7	Signing and Striping Plans and Details Sheets	\$ 23,357
4.1.8	Street Lighting Plans and Details Sheets	\$ 20,857
4.1.9	Bikeway Lighting Plan and Photometric Analysis	\$ 28,525
4.1.10	Traffic Signal and Detail Sheets	\$ 45,140
4.1.11	Planting and Irrigation Plan Sheets	\$ 86,162
4.1.12	Architectural Plans	\$ 44,460
4.1.13	Retaining Wall Plans and Calculations	\$ 147,617
4.2	Opinion of Probable Construction Cost	\$ 62,026
4.3	Specifications	\$ 50,797
4.4	Water Quality Management Plan (WQMP)	\$ 26,074
4.5	Caltrans Approvals	\$ 43,669
4.6	Right-of-Way (ROW) Requirements	\$ 3,048
	<b>TOTAL DESIGN HOURS</b>	
	<b>Subtotal Design Labor:</b>	<b>\$ 1,249,643</b>
	<b>TOTAL DESIGN COST:</b>	<b>\$ 1,249,643</b>

	<b>Optional Tasks</b>	
<b>Task O</b>	<b>Optional Tasks</b>	
O.1	Arboricultural Study Memorandum	\$ 21,445
O.2	Potholing	\$ 20,750
O.3	Design Standard Decision Document (DSDD)	\$ 24,660
O.4	ROW Coordination/Acquisitions	\$ 165,011
O.5	Proposed Signal Timing and Optimized Operations	\$ 56,455
O.6	Caltrans Materials Report	\$ 4,873

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT</b> NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):														
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Co (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyd's of London</td> <td>85202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : Allied World Assurance Co (U.S.) Inc.	19489	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Lloyd's of London	85202	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 774872438**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Nutwood Ave Bicycle & Pedestrian Mobility Improvements.

City of Fullerton, CA, its elected or appointed officials, officers, employees and volunteers are named as Additional Insureds with respects to General Liability where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law.

**CERTIFICATE HOLDER****CANCELLATION**

City of Fullerton, CA  
 303 W Commonwealth Ave.  
 Fullerton, CA 92832

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gregg B. Dechuk*

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## Certificate Of Completion

Envelope Id: E9F86C1A-39D7-4D61-A422-15FEC61F4C8E

Status: Completed

Subject: Complete with Docusign: 2025-02-21 - Nutwood ATP Professional Services Agreement v3\_stamped.pdf

Source Envelope:

Document Pages: 80

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Wendy Fraticelli

AutoNav: Enabled

401 Fayetteville St.

Envelopeld Stamping: Enabled

Suite 600

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Raleigh, NC 27601

Wendy.Fraticelli@kimley-horn.com

IP Address: 165.1.214.167

## Record Tracking

Status: Original

Holder: Wendy Fraticelli

Location: DocuSign

2/21/2025 6:06:58 PM

Wendy.Fraticelli@kimley-horn.com

## Signer Events

## Signature

## Timestamp

Sri Chakravarthy, PE 73629

srikanth.chakravarth@kimley-horn.com

Senior Vice President, PE

Kimley-Horn and Associates, Inc

Security Level: Email, Account Authentication  
(None)

Signed by:  
  
D019A53198DD4E0...

Signature Adoption: Pre-selected Style

Using IP Address: 174.226.120.82

Signed using mobile

Sent: 2/21/2025 6:09:12 PM

Viewed: 2/21/2025 6:09:48 PM

Signed: 2/21/2025 6:11:46 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

2/21/2025 6:09:12 PM

Certified Delivered

Security Checked

2/21/2025 6:09:48 PM

Signing Complete

Security Checked

2/21/2025 6:11:46 PM

Completed

Security Checked

2/21/2025 6:11:46 PM

## Payment Events

## Status

## Timestamps