

City of Fullerton



Request for Proposal **# 4347**

Professional Services for Grant Writing and Management

April 17, 2020

Proposal Due Date:

May 01, 2020, 5:00 pm, PST

Submit Electronic Proposals by E-Mail to:

JArmenta@cityoffullerton.com

Proposal Contact:

Jimmy Armenta

Buyer

714/738-6533

JArmenta@cityoffullerton.com

Table of Contents [Sections]

Schedule, Conference, Overview, Proposal Content, Proposer Qualifications.....	1.0
Overview and Background.....	2.0
Proposal Procedures, Content, Format, Criteria and Award.....	3.0
Proposer Qualifications, Evaluation Criteria and Award Process.....	4.0
Special Terms and Conditions.....	5.0
Additional Information.....	6.0
California Public Records Act (CPRA).....	7.0
Exhibit A: Scope of Services.....	8.0
Attachment A: Required Response Template.....	9.0
Attachment B: Client References.....	10.0
Attachment C: Non-Collusion Affidavit.....	11.0
Attachment D: Exceptions.....	12.0
Sample of Professional Services Agreement.....	13.0

1.0 - Schedule, Conference, Overview, Proposal Content, Proposer Qualifications**I. Tentative Schedule of Important Dates**

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are 5:00pm PST unless stated otherwise

DATE		EVENT
1	April 17, 2020	Request for Proposals (RFP) issue date
4	May 1, 2020	Proposals Due
5	May 8, 2020	Proposal Evaluation Complete
6	May 22, 2020	Contract Award(s) (estimated)
7	May 25, 2020	Start of Service

2.0 - Overview and Background**I. Overview of Requirements**

- A. The City of Fullerton is soliciting proposals from experienced and qualified grant writing firms to provide professional grant writing and management services for City programs, projects, and initiatives.
- B. City requires the following services to help meet the aforementioned need: developing professional grant proposals packaged for funding opportunities including, but not limited to, Federal, State, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require little to no "matching" funds); tracking grant opportunities for the City of Fullerton; working with City staff to facilitate meetings with City departments to assess validity of current funding priority areas, identify changes in funding priority areas, identify new priority areas for possible funding, and manage awarded grants as needed by the City.
- C. Therefore, City requires the services of a well-qualified professional services provider to provide the services detailed in the Scope of Services section.
- D. City is seeking to establish an agreement for (3) years with an option of (2) one year extensions.

II. Background and Current Needs Information

- A. The City of Fullerton has met its past aforementioned grant writing needs through the use of a professional grant writing consultant but has not solicited competitive bids in recent years.
- B. City is currently meeting its grant writing needs and desires to continue and improve upon its success rate in obtaining grants.
- C. The City Manager's Office has created a Citywide Grants Team and coordinates grant submittals with designated staff. This consolidated effort ensures that all grant opportunities are vetted and analyzed.
- D. The Deputy City Manager or her designee will serve as the primary contact for all things grant related.

- E. Due to the current COVID-19 pandemic the City anticipates needing assistance with any and all Federal Emergency Management Agency (FEMA) and Cal OES reimbursement and grant programs.

3.0 - Proposal Procedures, Content, Format, Criteria, and Award

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

- 1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;

2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of one page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of one page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of two pages plus resumes and org chart.

D. Section 4: Proposal Costs

1. Submit all pricing as Exhibit B.
2. Provide payment terms and conditions with Exhibit B.
3. Attach any additional fees with Exhibit B.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Limit this section to a maximum of ten pages.

F. Section 6: Required Forms and Samples

1. Exhibit B - Pricing
2. Attachment A – Required Response Template*
3. Attachment B – Client Reference List*
4. Attachment C – Non-Collusion Affidavit*
5. Attachment D – Exceptions Form*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Sample of ongoing support and services agreements**

** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: searchable document
2. Typed, black print, approximately 11-12 point font
3. Free from excessive graphics or excessive photos

4.0 - Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

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

A. Minimum Qualifications:

1. Have at least ten years of experience conducting the specific type of services required herein and have experience with at least three other clients performing like services as described herein or have performed satisfactory work for a municipal government agency within the past three years.
2. Be capable of providing the required services beginning on or around May 25, 2020.
3. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
4. Have financial stability and the necessary financial resources to provide the required services.
5. Demonstrate the requisite technical proficiency. Only Providers with verifiable grant consulting experience will be considered for award.
6. Have experience working with FEMA and/or CAL OES on reimbursement and grant programs.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the proposer meets or better the minimum requirements as detailed above.

2. Only proposers that meet or better the minimum requirements will have their proposals reviewed for consideration.
3. Only proposers that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer (BAFO) if so requested by City.
4. Only the best-qualified proposer will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.

B. Evaluation Criteria

1. In accordance with the City of Fullerton Municipal Code's objective of selecting the most qualified consultant at a fair and reasonable cost, a Review Board, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms for interviews. The Review Board shall rank the proposers based upon the following criteria:
 - a) Ability to perform the specific tasks outlined in the RFP.
 - b) Qualifications of specific individuals who will work on the project.
 - c) Amount of time and involvement of key personnel who will be involved in respective portions of the project.
 - d) Reasonableness of the fee requested to do the work.
 - e) Demonstrated record of success on work previously performed.
 - f) Specific method and techniques to be employed on the project.
 - g) Any other criteria prescribed in this RFP for the required services including any presentations, interviews, and Best and Final Offer (BAFO) changes in Scope of Services requirements, if so required by City.
2. As reflected above, awarding of the contract will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selective proposer, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.
3. The City reserves the right to investigate proposer(s) as it deems necessary to determine the ability of the proposer(s) to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentation by one, several or all of the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposer(s) capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

C. Fee/Price Evaluation

1. Reasonableness of fee requested to do the work, as originally proposed.
2. Reasonableness of any BAFO requests.
3. Final negotiations.

III. Award

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any proposer selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. The term of this contract is for three (3) years with an option to extend for (2) one year terms.
- D. Prices are firm fixed prices during each contract period.

5.0 - Special Terms and Conditions**I. Audit Requirements**

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

II. Termination

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

6.0 - Additional Information

I. Business Tax Certificate

- A. The proposing organization does not require a City of Fullerton Business Tax Certificate to respond to this RFP. However, the successful proposer(s) will be required to obtain a City of Fullerton Business Tax Certificate during the contracting process and maintain an active certificate throughout the contractual term.

II. Certificate(s) of Insurance

- A. The City will require the successful proposer(s) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached Professional Service Agreement for more information on the City's insurance requirements.

III. Service Agreement

- A. The City will require the successful company to execute a Professional Services Agreement with the City of Fullerton. Please review the attached sample of the Professional Services Agreement and identify any questions, changes or areas of concern in your proposal to the City. Any and all requests for changes to the agreement must be included with the responsive proposal. A company's failure to respond with proposed changes to the agreement indicates their concurrence with its terms and conditions.

IV. Errors in the RFP

- A. If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP/RFB, the bidder should immediately provide the City of Fullerton written notice of the problem and request that the RFP/RFB be clarified or modified. Without disclosing the source of the request, the City of Fullerton may modify the documents prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders.
- B. If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP/RFB but fails to notify the City of Fullerton of the error, the bidder shall bid at their own risk, and if award the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

V. Addenda

- A. The City may modify the RFP/RFB, any of its key actions, dates or any of its attachment, prior to the date fixed for submission of proposals by issuance of an Addendum. Such Addendum shall be posted on the City's RFP/Bid website and online at www.publicpurchase.com. Any written Addenda issued pertaining to this RFP/RFB 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 RFP as the result of oral instructions. Bidders shall acknowledge receipt of Addenda in their proposals.

7.0 - California Public Records Act (CPRA)

- I. All proposals submitted in response to this RFP/RFB become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and recommendation for selection is made to the City Council.
- II. 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.

8.0 - Exhibit A: Scope of Services

I. General

- A. The City of Fullerton is a municipal governmental agency which provides Police, Fire, Rescue and Emergency Medical Services to approximately 140,000 residents in City. In addition, the City maintains several hundred miles of public streets, City parks and libraries. The City of Fullerton also has its own Public Utilities Department which provides water and sanitary sewer services to its businesses and residents.
- B. The City's Office of the City Manager is committed to serving our community through teamwork and the constant pursuit of excellence. The Office of the City Manager/Administration Department is responsible for providing administrative and executive management services to the City's operational departments and public information to the public. These services include providing grant research, writing, and management services. The City Manager's Office/Administration Department requires support in the following specialized areas and will be selecting a contractor to fulfill the scope of services. Contractors shall specify which of the services listed below they provide and which they do not provide.
- C. The Contractor shall assist the City Manager's Office with providing grant research, writing and management services.

II. Specific

The selected proposer(s) (hereinafter referred to as "Consultant") will be responsible for providing the following services to the City:

- 1. **Funding Needs Analysis** – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;
- 2. **Grant Funding Research** – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:
 - a) Economic development
 - b) Criminal justice technology programs
 - c) Housing and housing programs
 - d) Infrastructure development and maintenance
 - e) Public Safety
 - f) Technology
 - g) Parks and recreation programs
 - h) Multimodal transportation
 - i) Workforce development
 - j) Records management
 - k) Senior, family, and youth programs
 - l) Energy, efficiency and sustainability

3. **On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.
4. **Grant Proposal Development** – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.
5. **Monthly Reports** – The successful consultant shall submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

End of Scope of Services

9.0 - Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
| |
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
| |
- D. Names and titles of the principal owner(s).
| |
- E. Person(s) authorized to make commitments for your company.
| |
- F. Company history, experience, years in business for current company name.
| |
- G. Annual company revenues for the last three fiscal years.
| |
- H. Tax ID number.
| |
- I. The complete scope of services offered by your company.
| |
- J. The number of clients (including governmental) served in past and present.
| |
- K. Special qualifications, training, credentials, recognition, or awards.
| |

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
[]
- B. Team to be assigned for these services.
[]
- C. Qualifications of specific individuals who will work on the project.
[]
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
[]
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
[]
- F. Current number of employees: full-time and part-time employees.
[]
- G. Facilities that would be utilized to perform the required work (if applicable).
[]
- H. Equipment that would be utilized to perform the required work (if applicable).
[]

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
[]
- B. Reasonableness of your fee to do the work.
[]
- C. Current resources to meet or better all task and timeline requirements herein.
[]
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
[]
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
[]
- F. How quickly can you begin providing services if awarded the contract?
[]
- G. Details of any improvement or upgrades your firm has designed or implemented.
[]

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
| |
- B. Specific method and techniques to be employed on the project or problem.
| |

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
| |
- B. Provide required response time to the urgent service requests.
| |
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
| |
- D. Provide any other relevant information that you believe would benefit City for the requested services.
| |

VI. Disclosures:

Provide the following information about your company. The disclosure portion of the questionnaire must be complete, accurate and in sufficient detail to permit the City of Fullerton to make an informed decision as to with whom business is being conducted:

- A. Are there now pending any legal actions alleging violations of law in connection with an offering of municipal securities against the company, any partner of the company, or any employee of the company? Describe each such pending action.
| |
- B. Have there been any settlements or judgements involving such actions within the last (5) years? Describe each such settlement or judgement, including the nature of the action and amount of recovery.
| |
- C. Are there pending any legal or disciplinary matters involving such actions against the company, any partner of the company, or any employee of the company by any state or federal regulatory agency? Describe each such action.
| |
- D. Are there any criminal indictments or convictions against the company or its employees where the charges involved an offering of municipal securities and

any material pending legal action, settlement, or judgement involving a claim of fraud, whether civil or criminal.

| |

- E. Discuss whether or not the company, any partner of the company or any employee of the company is a party to any pending litigation with the City of Fullerton.

| |

- F. Contracts terminated for cause, pending litigation or legal issues.

| |

Submitted by:

Company Name | |

Contact Name | |

Title | |

Signature _____

Email | |

Phone | |

Date | |

10.0 - Attachment B: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

11.0 - Attachment C: Non-Collusion Affidavit

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

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

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

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

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

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

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

By: _____
(signature)

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

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

12.0 - Attachment D: Exceptions

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

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

Please explain any of the checked items:

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

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

_____	_____
_____	_____
_____	_____
_____	_____

**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").

W I T N E S S E T H :

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain [INSERT BRIEF DESCRIPTION OF SCOPE OF SERVICE] services, as more fully described herein.

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the [Services & Fees Schedule attached hereto as Exhibit "A"] and 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 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 A]**.

2.2. Additional Services. Consultant may perform the **[additional services described in Exhibit "B"]** attached hereto and incorporated herein by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in **[Exhibit A]** unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "D." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

3.0. TIME OF PERFORMANCE

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

completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

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

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

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

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

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

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

5.2. Minimum Scope and Limits of Insurance.

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

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

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

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. 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. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its

officers, employees and volunteers.

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

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, Consultant shall maintain similar coverage for three consecutive years following completion of the project and shall thereafter, submit annual evidence of coverage. Additionally, Consultant shall provide certified copies of the claims reporting requirements contained within the policies.

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

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

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

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

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

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]

Attn: [NAME AND TITLE]

IF TO CITY:

City of Fullerton

303 W. Commonwealth Ave.

Fullerton, CA 92832

Attn: [NAME AND TITLE]

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

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.

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

Kenneth A. Domer, City Manager

Date: _____

CONSULTANT

[NAME AND TITLE]

Date: _____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

EXHIBIT A

SERVICES & FEES

EXHIBIT B

ADDITIONAL SERVICES & FEES

EXHIBIT C

CERTIFICATES OF INSURANCE

EXHIBIT D

W-9 FORM