

**CITY OF FULLERTON  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
PROJECT PARTNERS**

THIS AGREEMENT is made and entered into this 2<sup>ND</sup> day of NOVEMBER, 2021 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and Project Partners, Inc., 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 water engineering 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 City's Request for Proposals ("RFP"), 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 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. Consultant's total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal 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. The professional services to be performed pursuant to this Agreement shall be completed in accordance with Exhibit A. 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 for a period of twelve (12) months unless terminated as provided herein, with an option to extend the term of the agreement for three (3) one-year periods.

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

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

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

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

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

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

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:  
Project Partners, Inc.  
23195 La Cadena Drive  
Suite 101  
Laguna Hills, CA 92653

IF TO CITY:  
City of Fullerton  
Public Works - Engineering  
303 W. Commonwealth Avenue  
Fullerton, CA 92832

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

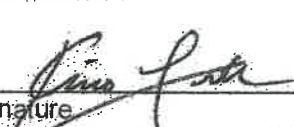
  
Steve Danley, Acting City Manager

Date: 11-2-21

  
Meg McWade, Public Works Director

Date: 11-1-2021

CONSULTANT

  
Signature

Kimo Loo, Principal  
Name and Title

33-0736965  
Social Security or Taxpayer ID Number

Date: 10-29-21

APPROVED AS TO FORM:

  
Richard D. Jones, City Attorney

**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


\_\_\_\_\_  
Steve Danley, Acting City Manager

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

  
\_\_\_\_\_  
Meg McWade, Public Works Director

Date: 11-1-2021

CONSULTANT

  
\_\_\_\_\_  
Signature  
Kimo Look, Principal  
\_\_\_\_\_  
Name and Title  
33-0736965  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

Date: 10-29-21

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**CITY OF FULLERTON**

Public Works Department – Engineering Division

**SEPTEMBER 8, 2021**

**REQUEST FOR PROPOSALS  
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR  
WATER ENGINEERING SERVICES (CIVIL ENGINEER AND PRINCIPAL  
CIVIL ENGINEER)**

**ADDENDUM NO. 1**

**TO: ALL OFFERORS**

ADDENDUM NO. 1, AS DESCRIBED BELOW, IS FOR THE USE OF CONSULTANTS  
SUBMITTING PROPOSALS.

**CHANGES TO THE REQUEST FOR PROPOSAL:**

**REPLACE** the proposal submission due date from 4:00 p.m. PST, Wednesday, September 15, 2021 to **4:00 p.m. PST, Wednesday, September 22, 2021.**

**THE EDUCATION COMMUNITY**

303 West Commonwealth Avenue, Fullerton, California 92832-1775  
(714) 738-6845 • [www.cityoffullerton.com](http://www.cityoffullerton.com)

**CITY OF FULLERTON**  
**REQUEST FOR PROPOSALS**



**PROFESSIONAL ENGINEERING DESIGN SERVICES FOR WATER ENGINEERING  
SERVICES (CIVIL ENGINEER AND PRINCIPAL CIVIL ENGINEER)**

**SUBMIT YOUR  
PROPOSAL BY 4:00 PM  
ON SEPTEMBER 15, 2021 TO:**

**City of Fullerton - Public Works Engineering Department  
Attn: Jerome Joaquin  
303 W. Commonwealth Avenue  
Fullerton CA, 92832-1775**

**RFP Posted: Thursday, August 19, 2021**

**Proposals must be received by: Wednesday, September 15, 2021 4:00pm. (Pacific Time)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**



## **INSTRUCTIONS TO OFFERORS**

### **A. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **B. ADDENDA**

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP 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. Offerors shall acknowledge receipt of addenda in their proposals.

### **C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**City of Fullerton - Public Works Engineering Department**  
**Attn: Tiffany Foo, P.E. AND Jerome Joaquin**  
**303 W. Commonwealth Avenue**  
**Fullerton CA, 92832-1775**  
**Phone: (714) 738-6321 OR (714) 738-3310**  
**Email: [Tiffany.Foo@cityoffullerton.com](mailto:Tiffany.Foo@cityoffullerton.com) AND [JJoaquin@cityoffullerton.com](mailto:JJoaquin@cityoffullerton.com)**

### **D. CLARIFICATIONS**

#### **1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be e-mailed.

#### **2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., **September 8, 2021.**
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – RFP for Water Engineering Services." City is not responsible for failure to respond to a request that has not been labeled as such.
- c. E-mailed questions are acceptable as long as the questions are received no later than the date and time specified above:  
(1) Email: Tiffany Foo, P.E., Civil Engineer

Email address: [Tiffany.Foo@cityoffullerton.com](mailto:Tiffany.Foo@cityoffullerton.com)

and/or

(2) Email: Jerome Joaquin, Administrative Analyst II

Email address: [jjoaquin@cityoffullerton.com](mailto:jjoaquin@cityoffullerton.com)

### 3. City Responses

Responses from the City will be emailed to firms that have submitted a "Intent to Submit a Proposal" form (per Section E.1 below) no later than close of business on September 10, 2021.

## E. SUBMISSION OF PROPOSALS

### 1. Submission of Intent to Submit a Proposal

- a. Offerors are required to complete and submit the attached "Intent to Submit a Proposal" form (Section VII) for the Professional Engineering Design Services for WATER Engineering Services. This "Intent to Submit a Proposal" form must be received by the City no later than 4:00 p.m., September 8, 2021 by e-mail to [Tiffany.Foo@cityoffullerton.com](mailto:Tiffany.Foo@cityoffullerton.com) and/or [jjoaquin@cityoffullerton.com](mailto:jjoaquin@cityoffullerton.com) with the subject title being: Intent to Submit a Proposal for Water Engineering Services.
- b. City reserves the right to accept or reject any and all proposals, or any item or part thereof; permit the correction of errors; waive any informalities or irregularities in proposals; request additional information; negotiate contract on basis of original proposal; conduct interviews; and/or additional information; and issue subsequent RFPs

### 2. Date and Time

**Proposals must be submitted at or before 4:00 p.m. on September 15, 2021 PST.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

### 3. Proposal Submission

The Offerors are required to submit two (2) sealed hard copies and one electronic file of the proposal.

Two (2) copies of the proposals shall be submitted to the following address by delivery in person (2nd floor), using the U.S. Postal Service, or other means:

**City of Fullerton - Public Works Engineering Department**

**Attn: Jerome Joaquin**

**303 W. Commonwealth Avenue**

**Fullerton CA, 92832-1775**

**Phone: 714-738-6852**

**Subject: Proposal for Water Engineering Services**

An electronic file of the proposal shall be emailed to [jjoaquin@cityoffullerton.com](mailto:jjoaquin@cityoffullerton.com) with the subject title being: **Proposal is for Water Engineering Services** or submitted with the hard copies.

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

#### **4. Acceptance of Proposals**

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof; permit the correction of errors; waive any informalities or irregularities in proposals; request additional information; negotiate contract on basis of original proposal; conduct interviews; and/or additional information; and issue subsequent RFPs.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.
- f. Each position will be awarded individually and the City may elect to award the position to different firms.

#### **F. PRE-CONTRACTUAL EXPENSES**

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

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

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

#### **G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

#### **H. FEE PROPOSAL**

Submit a rate schedule of the key personnel proposed for assignment to this contract. The rates shall include all overhead fees, direct and indirect costs, and travel fees. The rate schedule should also include overtime fees.

The consultant(s) shall enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal based on per hour prices. Unless clearly indicated in the proposal, the proposed hourly rate will not be subject to escalation during the initial term of the contract and any subsequent renewal options. The City's standard form of agreement is

included in Section IV. The consultant 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 no exceptions, a statement to that effect shall be included in the proposal.**

#### **I. PREVAILING WAGES**

Certain labor categories under this contract are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

#### **J. DISCIPLINARY ACTIONS**

All licensed engineers in "responsible charge" working for the City are required to disclose all disciplinary actions against them. Provide a copy of the actions with submittal of proposal. **Please provide a statement if there are no disciplinary actions.**

#### **K. 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 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 L or the extent to which Consultant may be held responsible for payments of damages to persons or property.

##### **1. 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.

Any deductible or self-insured retention must be declared to and approved by City.

## **2. Other Insurance Provisions**

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. Commercial General Liability.** City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.
- b. Commercial General Liability.** This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Professional Liability.** If the Professional Liability policy is written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of five (5) years after completion of work.
- d. Workers' Compensation and Employers' Liability Insurance.** Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.
- e. All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- f. Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

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

**3. 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.

**4. 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.

**L. 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.

## **SECTION II**

### **PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12-pt font, single spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offerors should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to **Meg McWade, Public Works Director**, and at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **3. Technical Proposal**

The proposal shall not exceed 20 pages (resumes can be separate from this page count).

##### **a. Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar contracts; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.



Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the contract. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this contract.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the contract and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references for similar work at a City or organization of similar size (preferably in the southern California area) should be given. Furnish the name, title, address, email address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Organization**

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

Offeror to:

- (1) Provide education, experience and applicable professional credentials of Contract staff. Include applicable professional credentials of "key" Contract staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Civil Engineer and/or Principal Civil Engineer and other 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 Contract, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include an organization chart that clearly delineates communication/reporting relationships among the staff, including sub consultants.
- (5) Include a statement that key personnel will be available to the extent proposed

for the duration of the contract, acknowledging that no person designated as "key" to the Contract shall be removed or replaced without the prior written concurrence of the City.

**c. Detailed Work Plan**

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

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

The City proposes to issue a contract for the Principal Civil Engineer for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) additional one (1) year options.

The City proposes to issue a contract for the Civil Engineer for a period of six (6) months with the City having the option to extend the same terms and conditions for maximum of three (3) additional six-month options.

**5. Appendices**

Information considered by Offeror 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.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 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. Offeror 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 Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

**SECTION III**  
**EVALUATION AND AWARD**

### SECTION III - EVALUATION AND AWARD

#### **A. EVALUATION CRITERIA**

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

- 1. 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.
- 2. Proposed Civil Engineer/Principal Civil Engineer and Organization** – qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members expect to conduct interviews with the highest ranked individuals on the **week of September 27, 2021**. The Public Works Director will present the committee's recommendation to the City Manager or City Council for final action.

#### **C. AWARD**

The City of Fullerton may negotiate contract terms with the selected Offeror(s) prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Manager or City Council action will be requested by City staff to award contract to the selected Offeror(s).

#### **D. NOTIFICATION OF AWARD**

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

**SECTION IV**  
**PROFESSIONAL SERVICES AGREEMENT**

## SAMPLE ONLY

### **CITY OF FULLERTON PROFESSIONAL SERVICES AGREEMENT WITH [FULL NAME OF CONSULTANT]**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and \_\_\_\_\_, a [State and type of entity] ("Consultant").

#### **WITNESSETH:**

- A. City proposes to utilize the services of Consultant as an independent contractor to provide \_\_\_\_\_, 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 Proposals ("RFP"), 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 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 \_\_\_\_\_. Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal 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 "\_\_\_." 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. The professional services to be performed pursuant to this Agreement shall be completed in accordance with Exhibit \_\_\_. 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 for a period of \_\_\_\_\_ unless terminated as provided herein. [Add renewal language if applicable.]

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

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

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

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

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

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

IF TO CITY:

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

\_\_\_\_\_  
[Name and title]

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

CONSULTANT

\_\_\_\_\_  
Signature

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

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

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

APPROVED AS TO FORM:

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



**SECTION V**  
**SCOPE OF SERVICES**

## SECTION V – SCOPE OF SERVICES

### OVERALL GOAL

The City of Fullerton (“City”) is seeking to fill two engineering positions in the **Water Engineering Division** of its Public Works engineering Department:

- Full-time Civil Engineer for 6 months (80 hours every two weeks)
- Part-time Principal Civil Engineer for 12 months (4 hours a day, 4 days a week OR 8 hours a day, 2 days a week)

Individuals or firms may submit a proposal for either or both positions. The two positions will be assessed separately and the City may elect to fulfill the positions using multiple firms.

The responsibilities and essential duties for both positions are presented below:

### CIVIL ENGINEER

- Review plans, specifications, studies, and shop drawings related to water facilities including pipelines, pumps, wells, reservoirs, pump stations, supervisory control and data acquisition (SCADA), and water treatment plants (i.e., granulated activated carbon system);
- Sign and stamp water plans developed by in-house water engineers;
- Work with team on grant opportunities and applications;
- Coordinate and work closely with water operations and maintenance (O&M) staff to implement water engineering goals;
- Assume project and/or construction management responsibilities over the following projects and others as assigned:
  - **Las Palmas Pump Station (3B-4) Upgrades** – Construction management of pump station project including consultant, inspector, and contractor communication and coordination; RFI and shop drawing review and management; investigation and resolution of field issues; review and approve invoices; and respond to resident inquiries and concerns
  - **PFAS** – review Main Plant PFAS Treatment Plant design documents, forecast budget costs, attend weekly construction meetings, and coordinate with the Orange County Water District (OCWD), City staff, and related regulatory agencies
  - **Mark III Area Water Main Replacement** – Develop plans, specifications, and estimates for water pipeline project
  - **Marion Area Infrastructure Improvements** – Review water shop drawings against specifications; resolve water-related customer complaints; review quantities; and approve water invoices
  - **Water Facilities Electrical Generator** – Review study and issue request for proposal (RFP) for electrical generator design services, as needed
  - **Well 7A Construction** – Issue RFP for well equipping design services and prepare grant progress reports

- **Coyote 1C Tank Rehabilitation** – Manage the pre-design phase with City staff and review pre-design report

#### PRINCIPAL CIVIL ENGINEER

- Assume management responsibility over the Water Engineering Section. This includes holding periodic meetings with engineering staff and planning, prioritizing, assigning, supervising, and reviewing the work of water engineering staff (work includes pipeline, pump, water well, reservoir, pump station, SCADA, and water treatment plant installations and upgrades) and making recommendations for improvement as appropriate;
- Assist the Public Works Director and City Engineer on all water-related matters;
- Coordinate water engineering-related activities with other City departments and divisions;
- Represent the City at meetings with City Council members, committees, citizens, and representatives of other private or public agencies (i.e., MWD, OCWD, and MWDOC) and provide written summaries and updates to Public Works Director;
- Oversee and participate in the development of the division budget and prepare financial reports;
- Ensure compliance with appropriate standards, laws and regulations including, but not limited to, water quality and water allocation standards;
- Assist in the implementation of the current water shortage level alongside the Water Systems Manager;
- Assist in the implementation of a new customer billing system, as needed;
- Responsible for managing the development of a Water Master Plan, as needed;
- Responsible for developing the five-year Water CIP;
- Review, approve, and sign (if applicable) all water engineering studies, construction plans, specifications, and cost estimates, and City engineering standards;
- Develop requests for proposals, proposals, and recommend project award;
- Ensure the achievement and the effective reporting of water mainline replacement goals and other CIP projects;
- Prepare and present staff reports and presentations to City Council, as needed;
- Respond to questions and inquiries from the public, other agencies, developers, contractors, engineering professionals, and City staff regarding water engineering and development projects;
- Work with private developers, engineers, and/or customers to review private developments for providing water services and conformance to City Standards and policies, negotiate mitigation measures, review water demand studies or water supply assessments (WSA), and prepare agreements with developers;
- Investigate complaints and recommend corrective action as necessary to achieve resolution;
- Negotiate complex agreements. Prepare, review, and interpret agreements and contracts and prepare for signature;
- Track water-related grant opportunities and advise City staff on grants or other funding available for public works projects and, when so directed, initiate and prepare applications for such funding of grants;

- Perform related duties, as assigned.

#### QUALIFICATIONS:

To perform a job in these classifications, the individuals must be able to perform the essential duties as generally described in the specification.

Both positions require a bachelor's degree from an accredited college or university, with major coursework in civil engineering or related field.

Both positions require the possession of a valid license as a Professional Civil Engineer issued by the State of California Board of Registration for Professional Engineers at the time of appointment and throughout the contract.

The Civil Engineer position requires at least four years of recent, increasingly responsible professional water engineering experience.

The Principal Civil Engineering position at least six years of recent, increasingly responsible professional water engineering experience, including three years of administrative and supervisory responsibility.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties in a specific job. The requirements listed below are representative of the knowledge, skill and/or ability required.

#### IMPORTANT NOTE:

The selected consultant(s) and their firm cannot submit a proposal or be part of a proposal as a sub-consultant(s) and be awarded water engineering services contracts while the consultant(s) are serving as representatives of the City.

The selected consultant(s) would be required to work at City Hall during the duration of their contract.

The engineering department's regular business hours follows a 9/80 work schedule. Monday – Thursday, 7:00 am to 5:00 pm (one-hour lunch). Friday, 7:00 am to 4:00 pm. Every other Friday is a day off, for a total of 80 hours per pay period. The Principal Civil Engineer may be directed to attend meetings held outside of these regular work hours.

The selected consultant(s) would need to comply with the City's COVID regulations.

The selected Principal Civil Engineer may need to attend Council or committee meetings which are typically held outside of normal business hours.

#### KNOWLEDGE OF:

- Advanced water engineering principles and practices as applied to private developments and municipal public works.
- Techniques for preparing designs, plans, specifications, reports, and recommendations related to public works contracts.
- City policies and procedures governing engineering operations.
- Applicable federal, state and local laws, rules and regulations, policies and procedures related to the municipal operations, engineering, development, award, construction contract implementation, etc..

- Principles, practices and techniques of public administration including budget and personnel administration.
- California, Federal, and local laws, rules, and regulations pertaining to public administration, water, and construction.
- Perform technical water engineering work of a complex nature.
- Communicate clearly and concisely, orally and in writing.
- Standard computer programs such as MS Office, Outlook, as well as web-based meeting software platforms
- Prepare and analyze technical reports, statements, contracts and legal documents.
- Maintain effective work relationships with staff, other governmental agencies, contractors and the general public.

**SECTION VI**

**STATUS OF PAST AND PRESENT CONTRACT FORM**

## Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror 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 an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/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: \_\_\_\_\_

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

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

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

**SECTION VII**

**INTENT TO SUBMIT A PROPOSAL**



## INTENT TO SUBMIT A PROPOSAL

I/We intend to submit a proposal for a contract for the **Professional Engineering Design Services for WATER Engineering Services** (check one or both, if applicable):

☐ **Civil Engineer**

☐ **Principal Civil Engineer**

**Name of Firm:** \_\_\_\_\_

**Name of Contact:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

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

This "Intent to Submit a Proposal" form must be received by the City no later than 4:00 p.m., September 8, 2021 by e-mail to **Tiffany.Foo@cityoffullerton.com** and/or **jjoaquin@cityoffullerton.com**

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

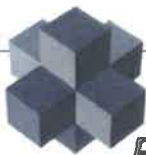
# Project Partners' Proposal



## **Proposal For Professional Engineering Design Services for Water Engineering Services (Civil Engineer and Principal Civil Engineer)**

**Prepared For  
City of Fullerton  
September 22th, 2021**

**Project Partners**  
23185 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653  
*phone* **949.852.9300**  
*fax* **949.852.9322**



**Project  
Partners**

"Partners in Building Engineering Careers and Teams"

[www.projectpartners.com](http://www.projectpartners.com)

Meg McWade  
Public Works Director, City of Fullerton  
Public Works Engineering Department  
303 W. Commonwealth Avenue  
Fullerton CA, 92832-1775

September 22th, 2021

Re: Proposal for Professional Engineering Design Services for Water Engineering Services (Civil Engineer and Principal Civil Engineer)

Dear Ms. McWade,

Project Partners is pleased to submit this Proposal for Professional Engineering Design Services for Water Engineering Services for the City of Fullerton (City). We are the ideal firm for the City, as not only do we specialize in the exact service that the City is requesting, but we have outstanding, experienced staff. Though there are a multitude of reasons to select our firm to partner with the City, these are at the top of the list:

**Outstanding Proposed Staff** – Project Partners' proposed staff are true public works professionals with decades of experience in municipal public organizations. Our public sector retired staff possess a deep understanding of public sector processes and procedures. Our pool of highly experienced professionals can hit the ground running to help your agency meet its goals effectively & efficiently.

**Project Partners Keeps the City Safe** – As the City embraces a contract Civil Engineering program for Public Works services, we believe it clearly understands the importance of compliance with CalPERS rules. With CalPERS stating it will increase the number of annual audits performed over the coming years, it is imperative that the City hire a firm that understands California labor laws in order to keep the City safely in compliance. Project Partners is that firm.

**Proven Track Record with Local Municipalities** – For the last 25 years, Project Partners has provided contract civil engineers to hundreds of public agencies throughout the region. The fact that over 80% of our clients are repeat clients, who have returned to our firm again and again, is strong proof of our abilities to consistently deliver successful staff tailored specifically to each unique project and municipality.

Project Partners is a California Corporation and its Principal, Mr. Kimo Look, P.E., will be the primary contact for questions regarding this proposal. This proposal remains valid for a period of no less than 90 days from this date, and the firm attests that all information submitted with the proposal is true and correct. The Project Partners' proposed staff are to date, available and unencumbered by current client project commitments. Additionally, our staff is uniquely experienced and flexible to serve in either of the Principal or Civil Engineer roles that the City requires.

In conclusion, we believe that Project Partners is the clear choice for the City. In addition to the reasons listed above, we have a long list of project references that demonstrate how Project Partners has helped Public Works departments across Southern California meet their engineering goals. The following proposal will expand on our relevant references & proposed staff in greater detail.

Should you have any questions or need further clarifications, please do not hesitate to give us a call.

Sincerely,

Kimo Look, P.E.  
Principal  
Ph: 949-852-9300 ext.103  
KLook@ProjectPartners.com

23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653

phone 949.852.9300  
fax 949.852.9322



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***Robert McVicker, P.E.***  
***David Entsminger, P.E.***  
***Umesh Murthy, P.E.***  
***James Martin, P.E.***  
***Aladdin Shaikh, P.E.***  
***Kurt Greeb, P.E.***

### Appendix B Fee Proposal

### Appendix C Additional Forms



**Project Partners**  
23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653  
*phone* **949.852.9300**  
*fax* **949.852.9322**

## **Section 1**

### **Firm Profile & Experience**

# 1 Firm Profile & Experience

## 1.1 BACKGROUND

Established in Laguna Hills in 1996 as a California Corporation, Project Partners has quickly become a leading provider of augmented staff for Southern California public agencies. Because of our specialization in staff augmentation for municipal civil engineering services, Project Partners is the go-to firm for many public works agencies to solve peak workload issues and staff retirement dilemmas. As such, many Southern California agencies have turned to Project Partners to help complete more projects repeatedly through our civil engineering support services. Our proven ability to provide quality CalPERS-compliant technical professionals at affordable rates has been our winning formula for 25 years.

Our services for this Proposal will be focused on providing Water Engineering Staff to the City. All proposed staff are qualified to serve in both the Principal and Civil Engineer roles requested by the City, they have licensed registrations with the State of California and are public sector retirees with decades of public experience. As Public Works professionals they have the proven experience to effectively support a myriad of City projects. Project Partners is the ideal firm for the City of Fullerton, as our staff specialize in the full scope of services that the City is seeking.

## 1.2 WHY SELECT PROJECT PARTNERS?

Project Partners is a unique civil engineering firm that provides the exact Professional Engineering Services that the City is seeking and provides these advantages:

- **Excellent, Highly Experienced Staff with Water Engineering Expertise**
- **Experts Who Keep Your City Safe and CalPERS Compliant**
- **Cost-Effective Rates at a Fraction of Typical Consultant Rates**

While the City has the choice of firms to provide Civil Engineering support services, Project Partners stands out in its approach of utilizing its extensive arsenal of experienced public sector civil engineering professionals. In the last five years alone, we have been awarded and managed over 100 contracts in Public Works project management for public sector agencies. Some of these contracts are with cities Project Partners has been working with for 20 years or more. To that end,

many of our engineers specialize in public works Capital Improvement Programs, project management, and technical engineering expertise. As evident from their resumes, Project Partners is able to present the City of Fullerton our top candidates to select from with significant experience as Principal & Civil Engineers.

### 1.3 FIRM'S FINANCIAL CONDITION

Project Partners has been in business for over two decades and we are in a sound financial position. There are no bankruptcies, office closures, prior or pending litigations in our past or present. There are no judgments, liens, federal or civil actions pending. There are no outstanding or pending complaints as determined by the Better Business Bureau or State of California Department of Consumer Affairs. We are a highly profitable organization that places a high value on our clients and employee staff.

### 1.4 PROVEN TRACK RECORD ON PUBLIC SECTOR CONTRACTS

Providing engineering staff support to public agencies is all that Project Partners does. Being a highly sought-after firm, we have provided this exact service through hundreds of contracts over the past 20 years. In fact, within the last 5 years alone, we have fulfilled over 50 contracts with local public agencies.

#### *Over 50 Municipal Contracts for Engineering Staff throughout the last 5 years*

1	City of Santa Ana	Engineering, Technical and Administrative Support	\$3,500,000
2	City of Ontario	As-Needed Contract, Professional Engineering Staffing Services	\$1,100,000
3	City of El Monte	Engineering and Water Operations Support	\$903,315
4	City of Corona	On-Call Engineering and Professional Services	\$750,000
5	City of Santa Ana	Engineering, Technical, and Administrative Support	\$500,000
6	City of Corona	On-Call Engineering and Consulting	\$500,000
7	City of Santa Ana	Engineering and Technical Support	\$500,000
8	City of San Gabriel	Engineering Inspection and Technical Support	\$481,192
9	City of Oceanside	As-Needed Project Management Services	\$471,000
10	City of South Gate	Water Utility Engineering	\$430,000
11	City of El Monte	Water Operations Support Services	\$310,000
12	City of Newport Beach	Engineering and Inspection Support Services	\$300,000
13	City of Diamond Bar	Engineering Project Management Services	\$277,960
14	City of Corona	Staff Augmentation Contract	\$250,000
15	City of Anaheim	Temp Services Contract	\$200,000
16	City of South Gate	Public Works Project Management Services	\$200,000
17	City of Victorville	Engineering Project Management Services	\$159,800
18	City of Torrance	Sidewalk Inspection	\$150,072
19	City Of San Marcos	On-Call Project Management Services	\$150,000



20	City of Hemet	Temp Services	\$150,000
21	City of Pico Rivera	Water Management Assistance	\$134,500
22	City of Buena Park	Interim PW Director/City Engineer Support	\$130,000
23	City of Lancaster	Project Management Support Services	\$125,000
24	City of Encinitas	Principle Engineering Support Services	\$125,000
25	City of San Gabriel	Project Management	\$121,800
26	City of Newport Beach	On-Call Professional Services	\$120,000
27	City of San Juan Capistrano	Temporary Engineering Support Services	\$120,000
28	City of Santa Clarita	Project Management Support Services	\$115,000
29	City of Long Beach	Transportation Project Management Support	\$99,000
30	City of San Clemente	Staff Augmentation	\$95,000
31	City of San Gabriel	Development Engineering Support	\$93,000
32	City of Oceanside	Building Inspection Service	\$90,710
33	City of Ontario	As-Needed PM/CM Services	\$89,000
34	City of Fullerton	Staff Augmentation	\$85,000
35	City of Lancaster	Traffic Technician Support Services	\$84,000
36	City of Signal Hill	Public Works Deputy Director Services	\$79,560
37	City of Orange	Plan Check Services	\$78,000
38	City of Escondido	Project Engineering Support Services	\$63,720
39	City of El Monte	Water Operations Support	\$60,000
40	City of Indio	On-Site Technical Support	\$60,000
41	City of Ontario	Pretreatment Inspection Services	\$60,000
42	City of Lawndale	Interim PW Director Support Services	\$58,500
43	City of Covina	Interim Utilities Manager	\$58,000
44	City of Santa Clarita	As-Needed Staff Augmentation	\$50,000
45	City of Fullerton	PSA Water Engineering Support	\$49,000
46	City of Torrance	Sidewalk Assessment and Support	\$48,800
47	City of Covina	Public Works Operations Manager Support	\$45,500
48	City of Dana Point	Facility Improvement PM/CM Support	\$35,000
49	City of El Monte	Water Operations Supervisor	\$30,000
50	City of Buena Park	Inspection Services	\$29,600
51	City of Huntington Beach	SCADA Coordinator	\$29,500
52	City of Pico Rivera	Operations Consulting	\$25,000
53	City of Pasadena	Project Management Staff Augmentation	\$24,900
54	City of Pico Rivera	Engineering Support	\$24,265
55	City Of San Marcos	Temp Services Contract	\$20,000

## 1.4 RECENT PUBLIC SECTOR REFERENCES

In the following section we will provide three detailed references for clients we have provided water or wastewater civil engineering staff in the last 5 years. These agencies include three local municipalities:

**City of Santa Ana**

**City of Anaheim**

**City of San Juan Capistrano**

## City of Santa Ana

Project Partners has been serving the City of Santa Ana since 2000. As the second largest city in Orange County, they had significant projects they were tasked to complete. They clearly felt the fluctuation of Public Works workloads and understood the need to reduce the impact on City staff. As a solution, Santa Ana hired Project Partners to provide a variety engineering services and staff to both the Water Utility and Public Works Departments to provide a better workload balance. Together with the City staff, Project Partners' assigned project managers helped complete a number of projects including include water pipeline and street improvement design, resolution of numerous residential traffic concerns, expansion of the City's NPDES and MS4 Permit response and expanded plan checking services. As a result, the City was able to meet all of their goals under their intended budgets and deadlines.



**William Galvez**  
**City Engineer**

Civic Center Plaza  
Santa Ana, CA  
(714) 647-5659

wegalvez@santa-ana.org

### Water Utility Support Services

- Water Systems Plan Review
  - Review and Redline Development Plans
- Water System Pipeline Design
  - Development of Plans and Specs
  - Develop Engineers Estimates
  - Bid Documents Development

### Public Works Engineering Services

- CIP Project Management
  - Scoping and Budget Development
  - RFQ/RFP Development
  - Design Consultant Coordination
  - Contract Management
- CIP Construction Management
  - Field Inspection
  - Change Order Management
  - Review/Process Contractor Payments
  - Project Closeout
- NPDES Storm Water Program Support
  - MS4 Permit Compliance Support
  - Field Compliance Inspection
  - Develop Documents and Reports
- Traffic Engineering Support
  - Investigate Traffic Issues
  - Conduct Collision Analysis
  - Respond and Resolve Citizen Complaints
- Parking Program Support
  - Management of Permit Parking Program

### Project Partner Positions Provided

#### Water Utilities Department

- Senior Water Project Manager
- Water CIP Design Engineer
- Water System CAD Designer

#### Public Works Department

- Senior CIP Engineer
- Storm Water Engineer
- Assistant Traffic Engineers
- Junior Engineers
- Engineering Technician
- Parking Permit Technician
- Construction Inspector

## City of Anaheim

Like most cities, Anaheim was hit by the converging factors of reduced engineering staff from retirements and hiring restrictions from pension concerns. To address Water Utility and Public Works needs, Anaheim turned to Project Partners to provide PM/CM and other Civil Engineering Services. With bill rates a fraction of most consulting firms, Project Partners supported multiple areas within both departments as shown below. This winning combination proved highly effective and allowed the City to continue to effectively meet its project completion deadlines easily within its designated budget.



**Michael Moore**  
**Assistant General Manager**  
200 South Anaheim Blvd  
Anaheim, CA  
(714) 765-4956  
mrmoores@anaheim.net

### Water Utility Support Services

- CIP Project Management
  - Scoping and Budget Development
  - RFQ / RFP Development
  - Design Consultant Coordination
  - Contract Management
- CIP Construction Management
  - Field Inspection
  - Change Order Management
  - Review / Process Contractor Payments
  - Project Closeout
- Water Planning Service
  - Water Supply Evaluation
  - Masterplan Development and Maintenance
  - Water Use / Drought Management
  - Treatment Process Assessment
- Water Systems Plan Review
  - Review and Redline Development Plans
  - Hydraulic Report Evaluation
  - Interdepartmental Plan Review Coordination
- Water Conservation Program Support
  - Water Conservation Inspections
  - Development of Public Educational Outreach

### Public Works Engineering Services

- Development Permit / Counter Support
  - Building Permit Processing and Issuance
  - Plan Review and Inspection
  - Records Maintenance and Filing
- On-Site Public Works Plan Check Service
  - Review and Redline Development Plans
  - Code Interpretations / Develop Inquiry Response
  - Interdepartmental Coordination
- Real Estate Project Management
  - Right of Way Activity Management
  - Schedule and Communication Management

#### Contract Staff Provided

##### Water Utilities Department

- Sr. Water Planning Engineer
- Sr. Water CIP Project Manager
- Water Plan Check Engineer
- Water Construction Inspection
- Water Conservation Technician

##### Public Works Department

- Senior CIP Project Manager
- CIP Construction Manager
- Traffic Plan Check Engineer
- Development Plan Checkers
- Engineering Technician
- Real Property Analysts

## City of San Juan Capistrano

Project Partners has been serving the City of San Juan Capistrano since 2000. As a historic city in Orange County with unique needs, they had significant projects they were tasked to complete. They clearly felt the fluctuation of Public Works workloads and understood the need to reduce the impact on City staff. As a solution, the City hired Project Partners to provide a variety of engineering services and staff to both the Water Utility and Public Works Departments to provide a better workload balance. As a result, the City was able to meet all of their goals under their intended budgets and deadlines.



### Water Utility Support Services

- CIP Project Management
  - Scoping and Budget Development
  - RFQ/RFP Development
  - Design Consultant Coordination
  - Contract Management
- CIP Construction Management
  - Field Inspection
  - Change Order Management
  - Review/Process Contractor Payments
  - Project Closeout
- Water Systems Plan Review
  - Review and Redline Development Plans
- Water System Pipeline Design
  - Development of Plans and Specs
  - Develop Engineers Estimates
  - Bid Documents Development
- Water Conservation Technician
- Water Treatment Plant Operator

**George Alvarez**  
**Contract City Engineer**

City Hall  
San Juan Capistrano, CA  
(949) 443-6351  
galvarez@sanjuancapistrano.org

#### Contract Staff Provided

- Water Utilities Department
- Senior Water Project Manager
  - Water Conservation Technician
  - Water Treatment Plant Operator
- Public Works Department
- Senior CIP Engineer

### Public Works Engineering Services

- CIP Project Management
  - Scoping and Budget Development
  - RFQ/RFP Development
  - Design Consultant Coordination
  - Contract Management
- CIP Construction Management
  - Field Inspection
  - Change Order Management
  - Review/Process Contractor Payments

## 1.6 FIRM SUMMARY

In summary, our firm is uniquely qualified and dedicated to continue serving the City of Fullerton. With a history of providing excellent, experienced civil engineers to public agencies in Southern California, Project Partners is a unique firm proud to have served every county in the area. In the following section, we highlight our proposed staff, who are able serve interchangeably in either Principal or Civil Engineer roles. We highlight their extensive careers spanning several decades in public works and utilities agencies throughout in the region.



**Project Partners**  
23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653  
*phone* **949.852.9300**  
*fax* **949.852.9322**

## **Section 2**

### **Proposed Staff**



# 2 **Proposed Staff**

## 2.1 **OUR UNIQUE STAFFING SOLUTION**

All of the proposed staff in the Project Partners team are proven professionals with decades of public works experience behind them. This experience allows them to seamlessly fuse into the City's projects and deliver exceptional work. Our experienced staff are qualified to serve in either Principal or Civil Engineer roles, will be available to the extent proposed for the duration of the contract, and shall not be removed or replaced without the prior written concurrence for the City. These individuals have the precise experience to get your projects done as our unique staff provides flexibility and expertise to complete critical projects on time. Their abilities and experience are presented in detail in subsection 2.3 along with their accompanying resumes.

## 2.2 **PUBLIC RETIREES WITH DECADES OF ENGINEERING EXPERTISE**

Project Partners understands that retired public sector professionals are an extremely valuable resource to public organizations like yours.

Therefore, Project Partners recently implemented a unique and powerful recruiting tool: a job site specifically to recruit public sector retirees. Through this website, [PublicRetireeJobs.com](http://PublicRetireeJobs.com), we attract and retain more public retirees than any other organization and offer them to our clients as a truly invaluable resource.

We invite you to visit our website and see for yourself how we attract and retain key retirees for you to access.

### **Why Our Retirees Are Invaluable:**

**Decades of Engineering Knowledge and Experience** – Our staff has not years, but decades of public sector engineering experience. Experience that is needed to effectively tackle the incredibly wide variety of projects and problems that hit engineering departments daily. Experience that can also be used to mentor staff and build future staff.

**Effective from Day One** – Our experienced retirees already have a deep understanding of the public sector process and use their knowledge to be effective public works civil engineers. Because of their experience, our retirees are able to enter into a role and start making a difference from day one.

**Truly Flexible Resource** – Our staff is available and unencumbered of any current assignments. They offer considerable flexibility of schedule and location. Should it be more effective to have our staff work on-site at City offices, they can easily adapt to the City's needs. Alternatively, should the City want our staff to work remotely we can accommodate that as well. Equally so, as retirees, our staff can truly be an as-needed resource who can easily meet workload fluctuations through truly flexible schedules.


All this means that Project Partners has an extensive arsenal of experienced public works professionals who can be added as-needed to help augment unforeseen situations. Specifically, many of our staff are highly experience retirees with decades of experience, who have flexible schedules and can adjust to varying needs. No matter what issues arise, the City can rest assured that Project Partners will be able to provide flexibility to keep projects on schedule and on budget.

Strong, experienced staff makes successful engineering projects happen. In order for the City to get more projects done, highly experienced professionals with proven skills are needed. Luckily, Project Partners has been providing retirees to public agencies for over 20 years to help them get projects done efficiently and effectively. The flexible schedule of a retiree means they are truly as-needed help. Even more valuable is their experience in the field, as our experienced public retirees already have a deep understanding of the public sector civil engineering processes & requirements.

Our retirees are able to enter into a role and start being productive from day one. All of the proposed staff in the Project Partners team are true professionals with years of public works experience behind them. This experience allows them to seamlessly jump into the City's projects and deliver results to move projects forward through completion. These individuals have the precise experience to get your projects done.

## 2.3 PROPOSED STAFF

Project Partners has set a high bar for providing the very best professional talent for our clients' projects, and we aim to out-do ourselves with every new request. Our ability to consistently deliver exceptional public works professionals is the reason we are our clients' first call when staffing needs or issues arise.



### Decades of Public Works Experience

Experience is critical in consistently delivering successful public works projects. All of our staff are proven professionals with decades of public experience.

### Strong Communication Skills

Communication is essential in providing quality staff support services to our clients. All proposed staff are skilled in written & verbal communication.

### Solid Technical Skills

Our senior staff possess the solid technical skills needed to deliver your public works projects. They all have experience working on various technical projects.

Our proposed staff are experienced public sector professionals with experience in Principal Engineer and Civil Engineer roles, making them uniquely accommodative, available, and qualified to serve in either role interchangeably:

- **Robert McVicker, P.E.**
- **Dave Enstminger, P.E.**
- **Umesh Murthy, P.E.**
- **James Martin, P.E.**
- **Aladdin Shaikh, P.E.**
- **Kurt Greeb, P.E.**

Please note that Mr. Kimo Look, P.E., will serve as the Primary Contact and Principal in Charge at Project Partners.



# Robert McVicker, P.E.

*35 Years of Civil  
Engineering  
Experience*

*Capital Improvement  
Project Budget &  
Planning Expertise*

## Registration

Registered Professional  
Engineer RCE# C40939

## Education

PhD Civil Engineering,  
Water Resources &  
Operations  
University of California,  
Los Angeles

## Summary

Retired Principal Engineer, Robert McVicker has extensive experience in Water Capital Improvement Project Management and expertise in Water Supply Planning & Operations in regional public utilities agencies.

## Associated Public Agencies

Golden State Water Company  
Mesa Water District  
Water Replenishment District of Southern California  
Irvine Water Ranch District  
Orange County Water District

## Position Titles

District Engineer  
Principal Engineer  
Senior Project Manager  
Project Manager  
Senior Water Engineer  
Water Resources Manager  
CIP Design Manager

## Project Experience

- Manage planning department, preparing capital improvement program for general rate case, updating master plans, pipeline management program, and hydraulic models for 38 systems owned by Golden State
- Manage preparing project concepts, preliminary cost estimates and testimony for general rate case, preparing capital budgets and project design for \$100 million per year capital improvement program
- Managed design department and assisted CIP construction management
- Manage preparation of water supply plans to identify alternative supplies for reducing water supply costs and increasing capital rate base
- Manage development and utilization of geographical information system for 38 systems, including water distribution system modeling, asset management and improving business processes

# David Entsminger, P.E.

## *40 Years of Water Engineering Experience*

### *Project Management and Operations Expertise*

#### **Registration**

Registered Professional  
Engineer RCE# C40351

#### **Education**

MS Civil Engineering,  
California State University  
Long Beach

#### **Summary**

Retired Principal Engineer, Dave Entsminger has four decades of experience in Water Engineering and Operations. He has worked as a Senior Project Manager on several Water System and Capital Improvement Programs.

#### **Associated Public Agencies**

City of Anaheim  
City of Garden Grove  
City of San Juan Capistrano  
City of Signal Hill  
City of Corona Department of Water and Power  
Goleta Water District  
South Coast Water District

#### **Position Titles**

Principal Water Engineer  
Senior Project Manager

#### **Project Experience**

- Took over project management handling Well 32 and 33 Equipping design, bidding, and construction.  
Duties to review plans, write specifications, prepare bid documents, and manage construction to completion
- Took over project management handling WRF-3 Sewer Force Main design, specification writing, prepare bid documents, and manage construction
- Took over project management handling treatment plant landscaping design, specification writing, prepare bid documents, and manage construction
- Took over project management handling Corona Airport Waterline Relocations design, specification writing, prepare bid documents, manage construction
- Took over design review of water treatment plant modifications with sludge drying beds & internal piping
- Provided service as a Senior Project Manager performing a preliminary design to relocate an aging CIP 12" main in Katella Avenue from Disneyland Drive to past Anaheim Boulevard

# Umesh Murthy, P.E.

## *25 Years of Water Engineering Experience*

*Environmental  
Engineering, Asset  
Management &  
Operations Expertise*

### **Registration**

Registered Professional  
Engineer RCE# C55916

### **Education**

MS Civil & Environmental  
Engineering,  
Texas Tech University

### **Summary**

Retired Principal Engineer, Umesh Murthy specializes in Water and Environmental Engineering, with experience in Capital Improvement Program and Project Management, as well as Operations and Asset Management.

### **Associated Public Agencies**

Orange County Sanitation District  
Inland Empire Utilities Agency

### **Position Titles**

Senior Project Manager  
CIP Manager  
Asset Engineering Manager

### **Project Experience**

- Prepare and manage an annual \$20 million maintenance budget to manage corrective and preventive maintenance projects
- Manage 7 engineering staff and 8 consultants to the meet the needs of operations and maintenance of two wastewater treatment plants, 15 pump stations, and central generation units
- Managing the asset management implementation program consisting of 48 projects
- Prepare and manage an annual \$35 million operations budget to operate two treatment plants, 15 pump stations and two central generation plants
- Completed a thorough review of collections and plant operations to look for opportunities and associated bottle necks to increase flows to Plant 1. Flows to Plant 1 was increased by 25 percent
- Completed first phase audit of energy usage at Plants 1 and 2 and recommended projects that will improve energy efficiency
- Completed flow monitoring for the Irvine Business Complex, reviewed and interpreted flow agreements with IRWD, and communicated with internal and external staff to update flows needed for billing purposes

# James Martin, P.E.

## *44 Years of Water Engineering Experience*

*Project Management,  
Design, Construction,  
Inspection Expertise*

### **Registration**

Registered Professional  
Engineer RCE# C28078

### **Education**

MS Civil & Sanitary  
Engineering,  
Virginia Polytechnic  
Institute and State  
University

### **Summary**

Retired Principal Engineer, James Martin has several decades of experience in Project Management, Planning, Inspection, Design and Construction phases in Public Utilities Agencies, Water Treatment and Distribution Systems. Extensive experience in planning, design and management of water treatment and distribution systems.

### **Associated Public Agencies**

Metropolitan Water District of Southern California  
Sanitation Districts of Los Angeles County

### **Position Titles**

Principal Water Engineer  
Senior Civil Manager

### **Project Experience**

- Project Manager for the Lake Perris Pollution Prevention Program and the Lake Perris Hypolimnetic Oxygenation Facility
- Assisted in preparation of a technical report on State Water Project Facility Reliability
- Led multi-disciplinary teams to achieve project objectives and coordinated projects with consultants and outside agencies
- Responsible for project management including scheduling and budgeting of water treatment plants, pipelines, hydropower plants, reservoirs, and oxidation retrofit facilities
- Managed the Robert B. Diemer East Washwater Tank Relining project including preparation of plans and specifications
- Reviewed and approved design and cost estimates for the Diemer plant alum/ferric jet mix retrofit
- Developed the Master Schedule for Design and Construction and prepared detailed project schedules and cost estimates

# Aladdin Shaikh, P.E.

## *30 Years of Water Engineering Experience*

*Water Supply  
Planning and  
Facilities Design  
Expertise*

### **Registration**

Registered Professional  
Engineer RCE# C44183

### **Education**

PhD Civil Engineering,  
Colorado State University

### **Summary**

Retired Principal Engineer, Aladdin Shaikh has proven Treatment Plant Design, Construction, and Operation expertise. Mr. Shaikh additionally has experience in Water Conservation Plans and Programs, spanning his extensive career in the Public Utilities Departments at the City of Anaheim and the City of Riverside. His experience includes regulatory and permitting specialties, as well as Project and Program Management.

### **Associated Public Agencies**

City of Anaheim  
City of Riverside

### **Position Titles**

Principal Water Engineer  
Senior Project Manager

### **Project Experience**

- Planning, design, construction, and operation of the City of Anaheim's membrane bioreactor (MBR) water recycling plant and its distribution system, including preparation of CEQA and permitting documents, developing recycled water rules and regulations, retrofitting irrigation sites & cross-connection testing
- Development the City of Anaheim's recycled water master plan followed by feasibility studies and preliminary design of distribution systems, pumping stations, and storage facilities
- Preparing grant applications for planning studies, design, and construction of water recycling projects which secured state or federal funding for the projects
- Feasibility study of a well field and associated transmission facilities to augment water supplies
- Development of water quality objectives, groundwater basin boundaries, and reclamation guidelines for the Santa Ana Watershed for inclusion in the Water Quality Control Plan
- Evaluation of regional projects such as desalination, water recycling, and groundwater cleanup projects and their impacts on local water supplies and costs



# Kurt Greeb, P.E.

## *30 Years of Water Engineering Experience*

*Water & Wastewater  
Facilities Construction  
Expertise*

### **Registration**

Registered Professional  
Engineer RCE# C52313

### **Education**

MS Civil Engineering,  
California State University  
Long Beach

### **Summary**

Retired Civil Engineer, Kurt Greeb has over 27 years of experience in the public sector for the City of Los Angeles and Los Angeles County Sanitation Districts. Specializing in Water & Wastewater Facilities construction, as well as in sanitation special districts, he has extensive knowledge of public utilities management.

### **Associated Public Agencies**

City of Los Angeles – Bureau of Engineering  
City of Los Angeles – Bureau of Sanitation  
Sanitation Districts of Los Angeles County

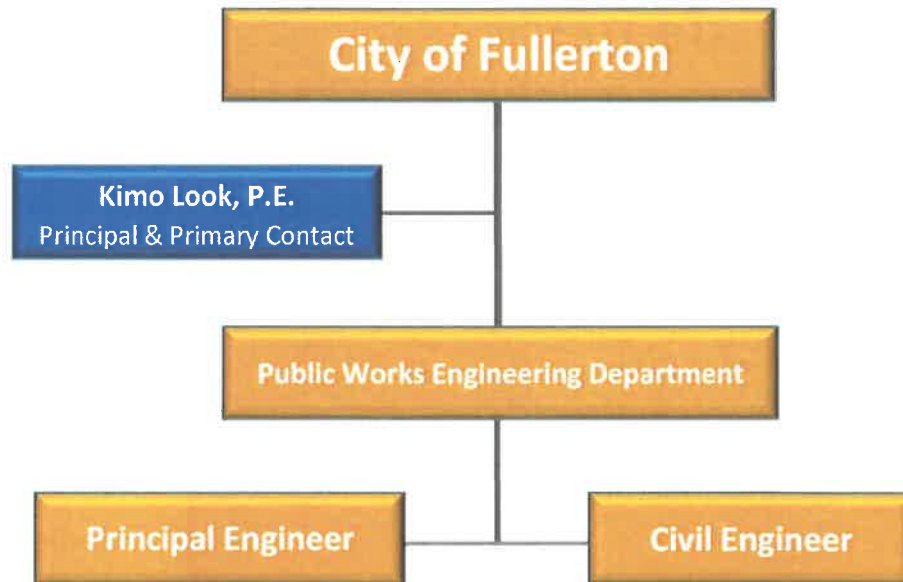
### **Position Titles**

Civil Engineer  
Associate Engineer

### **Project Experience**

- Perform technical review of industrial waste permit applications for compliance with EPA regulations and the Sanitation District Wastewater Ordinance. Perform wastewater discharge calculations and determine constituent limits. Perform capacity unit evaluations and prepare reports for compliance with Sanitation District Connection Fee Ordinance.
- Project Manager for wastewater treatment plant project design including: D.C.Tillman Lab Facility (\$3.5M), D.C.Tillman Backup Power ( \$6.9M), TITP Lab Improvements (\$500K), DCT and LAG Electrical System Upgrades ( \$ 6M), HTP Substation Separation ( \$4M), TITP Primary Scum Pumping Facility ( \$800K)
- Project Manager for design "Small Projects Group," approximately 50 projects \$20K-300K, high priority projects with expedited design and construction performed by on-call contractor
- Construction Services Manager for wastewater treatment plant projects including: TITP Drainage Improvements (\$300K), HTP IPS Screw Pump Ventilation (\$500K) Pavement East of Reactors (\$500K), TITP Brine Line Modifications (\$500K), HTP Fire Alarm System (\$1M)

## 2.4 ORGANIZATION CHART



***ALL CANDIDATES ARE AVAILABLE FOR EITHER POSITION***



## 2.5 STAFFING SUMMARY

In summary, our firm believes that it is people who make projects successful. Our unique staff offers variety for the City to choose from specific areas of expertise and decades of experience at a fraction of typical consulting rates. Our staff of early retirees offer the knowledge of public sector processes, allowing for a seamless transition into your organization as they are eager to continue contributing to their profession and their community in the next phase of their lives. Project Partners has a track record of providing contract engineering teams to public agencies throughout the region—agencies who can vouch for our services and our staff. In the following section we will provide a detailed work plan and our unique approach to suit your City's needs for the requested services.



***Project  
Partners***

**Project Partners**  
23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653  
*phone* **949.852.9300**  
*fax* **949.852.9322**

## **Section 3**

### **Detailed Work Plan**



# 3 Detailed Work Plan

## 3.1 APPROACH

Our unique approach to contract staffing solutions varies from other civil engineering firms as we specialize in providing public retirees who have extensive engineering experience, and therefore can transition seamlessly into the exact roles and agencies where they are most needed. Our approach centers around our staff's expertise in order to thoroughly tailor staff to our clients' needs. Therefore, our proposed staff for the City of Fullerton have the technical expertise needed to deliver the City's projects effectively and efficiently.

### **CalPERS Compliance Keeps the City Safe**

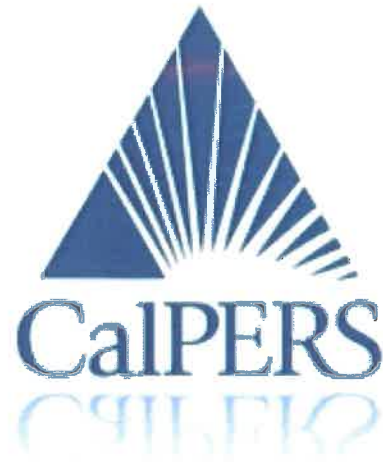
As a firm that has been providing engineering staff to the Public Sector for over two decades, we know the biggest risk with staff augmentation programs is CalPERS penalties and fines. Unlike design contracts where consultants are fully responsible for the design, effective embedded staff work very closely with city staff, jointly making project decisions. Therefore, professional liability (E&O) is typically not a significant issue — CalPERS compliance is.

Violating any of the myriad of CalPERS laws is a key concern for most City Risk Management Departments. This is particularly relevant today as CalPERS is accelerating the number of audits it plans on conducting annually. It is doing this, in part, because of a 2018 study which revealed that 30% of all CalPERS violations came from improper use of augmented staff. CalPERS has also stated that having augmented staff through a consulting firm, or even working remotely, does not automatically provide the desired protection. It mandates that if there is a common law relationship between the City and the augmented staff, then CalPERS rules apply. CalPERS does allow staff augmentation, but it requires its rules to be followed closely.

Therefore, it is critical when implementing a contract project management program, that the City be in complete compliance with CalPERS rules. Furthermore, because a firm that provides augmented staff is integrally involved in common law determination, it is necessary to hire firms that not only understand CalPERS law, but have established programs in place that help keep the City safe and in compliance. This is an area that Project Partners excels in.

Public sector staffing has changed dramatically and quickly over the last few decades. More regulations have created more complex issues for agencies to consider. Today, merely hiring competent contract staff is no longer sufficient; compliance with CalPERS labor laws is essential.

For over 20 years, Project Partners has worked closely with top legal firms to comprehensively understand California pension law. We established a service model for legally working within the regulations, while allowing our clients to utilize flexible staffing solutions to move their projects to completion. We offer a proven, workable solution for our clients:



- **Tracking Labor Laws** – There are a multitude of complex labor laws that public sector contract staffing falls under. We realize these laws are dynamic; our firm aggressively tracks any changes and legal interpretations.
- **Adhering to Procedures** – Working with several labor law firms, we have developed comprehensive procedures for having contract staff in public organizations. These processes act as a guide for both contract staff and our clients to remain within compliance.
- **Understanding PEPRA** – While public sector retirees offer great staffing solutions due to their years of experience, they fall under Public Employee Pension Reform Act (PEPRA) regulations. We are well-versed in keeping both our retirees and our clients safely within PEPRA's limitations.
- **Documenting Compliance** – Our systems automatically identify and document key proof of our staff being in compliance with labor laws, including the specific areas where our clients and public agency partners are compliant. These documents are essential during CalPERS audits.

Backed by a proven track record, we are confident in our ability as staff augmentation experts.

### **Project Management Quality Control Methodology**

At Project Partners, by applying the following approach, all of our projects are completed on time and within budget with experienced staff to deliver:

- **Small Business Corporation with Client Service Dedication** – Our staff have a deep understanding and the direct experience to deliver the water engineering goals in the Scope of Services that the City requests.

- **Efficient Scheduling** – We prepare a detailed GANTT chart schedule of the tasks to complete the Scope and deliverables, making sure to include the client time for review and comment and other client processes, as well as stakeholder communications, review, comment, and discussion time.
- **Effective Communication** – When new information affects the work, we communicate immediately with the client the impact of that information, and make decisions with the client on how to adjust the scope and schedule.
- **Constructive Feedback** – We ensure delivery with feedback from the client while and after completing work to identify where improvements can be made.

### **Cost at a Fraction of Typical Consulting Rates**

Project Partners provides quality augmented staff with decades of experience and public sector know-how. Our staff can truly hit the ground running in a way that is in compliance with CalPERS rules and regulations. This combined with our lower-than-typical consultant billing rates, adds up to a winning partnership the City of Fullerton needs. Our proposed staff is made up of skilled retirees that are able to fill many roles and complete a wide variety of tasks. This, along with truly flexible schedules makes us the ideal augmented staff for the City. Therefore, we are able to complete a wide range of tasks needed by the City with fewer people and less cost. Project Partners' cost-effective bill rates will make it easier to have additional staff hours if needed.

## **3.2 CONCLUSION**

To conclude, we believe that Project Partners is the clear choice for the City of Fullerton, as we specialize in providing quality augmented staff with the specific public sector civil engineering experience. Our staff is ready to hit the ground running with proven professional expertise in compliance with CalPERS rules and regulations. This, combined with our considerable track record and our affordable consultant billing rates guarantees a winning partnership for the City of Fullerton. We appreciate your consideration and hope to provide our unique staff augmentation solutions for civil engineering services to support your City.



***Project  
Partners***

**Project Partners**  
23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653  
*phone* **949.852.9300**  
*fax* **949.852.9322**

## **Appendix A**

### **Resumes**



**Robert McVicker, P.E.**

**Project Level**

Principal Engineer

**Qualifications**

- *Registered Senior Civil Engineer With Over 35 Years Of Experience*
- *Extensive Water CIP Project Management Experience*
- *Former District Engineer At Mesa Water District And Water Replenishment District Of Southern California*
- *Former Principal Engineer at Irvine Ranch Water District*

**Relevant Experience**

***Project Partners (2012 – Present)***

*City of Fullerton, Golden State Water Company, West Basin MWD & Central Basin MWD  
Senior Water Engineer*

- City of Fullerton: Water Rate Study; North Basin Plume
- Golden State Water Company: Operations Engineer
- West Basin Municipal Water District: CIP Masterplan RFP; Ocean Desalination Demonstration Project Prop 50 Loan Close Out; Emergency Response Plan RFP; Ocean Desalination Cost-Benefit Analysis
- Central Basin MWD: Managed Engineering Department during incumbent's medical leave

***Golden State Water Company, Anaheim, CA (2012-2018)***

*Engineering Planning Manager/Interim CIP Design Manager*

- Manage planning department, preparing capital improvement program for general rate case, updating master plans, pipeline management program, and hydraulic models for 38 systems owned by Golden State
  - Manage preparing project concepts, preliminary cost estimates and testimony for general rate case, preparing capital budgets and project design for \$100 million per year capital improvement program
  - Managed design department and assisted CIP construction management
  - Manage preparation of water supply plans to identify alternative supplies for reducing water supply costs and increasing capital rate base
  - Manage development and utilization of geographical information system for 38 systems, including water distribution system modeling, asset management and improving business processes
-

## **Project Partners**

**Robert McVicker, P.E.**

Summary of Qualifications

Page 2

### ***Mesa Water District, Costa Mesa, CA (2001-2012)***

*District Engineer/Water Resources Manager*

- Significant participant in update of Mesa's strategic plan and leader of a task force managing tasks supporting the goals and objectives of the plan
- Manager of water supply planning, developing capital projects and annual water supply plans to maximize use of local supplies and minimize water supply costs
- Represent Mesa at the groundwater management agency and imported water supply agency interacting with agency staff and elected officials and have lead participation in numerous programs that have protected Mesa's interests and resulted in cost savings
- Developed agreements to allow Mesa to increase its groundwater supply using the groundwater management agency programs to fund the capital and increased operating costs of treatment of groundwater with high organics and color
- Managed investigative and corrective work, installation of bromate control equipment for and development of a project to replace technology and expand the colored water treatment facility with the expected result of water supply cost savings greater than \$2,000,000 per year
- Managed development of an information technology master plan, managed development of an asset management plan and managed the implementation of a geographical information system and upgrade of the supervisory control and data acquisition (SCADA) system

### ***Psomas, Costa Mesa, CA (2000-2001)***

*Senior Project Manager*

- Project manager for various water resources consulting projects including water master plan updates, water supply plans for developments, Urban Water Management Plans and water marketing and water banking investigations

### ***John Powell & Associates, Encinitas, CA (1999-2000)***

*Senior Project Manager*

- Project manager for various water and wastewater consulting projects including water master plans and complex distribution system models
- Strategic planning and market development

### ***Water Replenishment Dist. of So. Cal., Cerritos, CA (1997-1999)***

*District Engineer*

- Managed 11-person technical group including engineers, hydrogeologists, technicians and GIS specialist
- Developed and implemented groundwater management plan and strategic plan
- Directed numerous planning, design and construction projects

### ***Irvine Ranch Water District, Irvine, CA (1990-1997)***

*Principal Engineer*

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## **Project Partners**

**Robert McVicker, P.E.**

Summary of Qualifications

Page 3

- Managed planning division of Engineering and Planning Department
- Responsible for update of water and sewer master plans and preparation of sub-area master plans for developing areas
- Responsible for groundwater development and management
- Responsible for preparation of the District's capital budget

### ***Boyle Engineering Corp., Newport Beach, CA (1989-1990)***

*Senior Engineer*

- Project manager and project engineer on a variety of water resource projects.

### ***Orange County Water Dist., Fountain Valley, CA (1987-1989)***

*Associate Engineer*

- Performed studies, prepared reports, performed data analysis, plotting and mapping. Monitored Chino Basin Water Master Activities.

### ***Camp Dresser and McKee Inc., Irvine, CA (1984-1987)***

*Engineer – Project Manager*

- Responsible for management and/or technical implementation of a variety of water resources engineering projects. Participated in update of Santa Ana River Basin Plan including water resources model of the upper basin.

## **Education**

PHD	University of California, Los Angeles Civil Engineering, 1986 (Major in Water Resources & Minors in Operations Research and Decision Theory)
MS	Utah State University, Logan, UT Civil Engineering, 1983 (Water Resources and Hydrology)
BS	Humboldt State University, Arcata, CA Environmental Resources Engineering, 1980

## **Professional Certification**

Registered Professional Engineer – C40939

## **Professional Affiliation**

American Society of Civil Engineers – Diplomate, Water Resources Engineer  
American Water Works Association

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**Project  
Partners**

*Partners in Building Engineering Careers and Teams*

## Summary of Qualifications

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### David Entsminger, PE

#### Project Level

Principal Engineer

#### Qualifications

- *40 Plus Years Civil Engineering Experience*
- *Extensive Public Sector Water Engineering and Operations Experience*
- *Project Manager On Numerous Water System Improvements*
- *Worked Closely With Operation Department To Resolve Problems*

#### Relevant Experience

##### ***Project Partners (2013 - Present)***

##### ***City of Corona Department of Water and Power (May 2017 to March 2020)***

- Took over project management handling Well 32 and 33 Equipping design, bidding, and construction. Duties to review plans, write specifications, prepare bid documents, and manage construction to completion. Project is near completion.
- Took over project management handling WRF-3 Sewer Force Main design, specification writing, prepare bid documents, and manage construction. Project has constructed 80% of phase 1.
- Took over project management handling treatment plant landscaping design, specification writing, prepare bid documents, and manage construction. Project has been completed.
- Took over project management handling Corona Airport Waterline Relocations design, specification writing, prepare bid documents and manage construction. Project is near completion.
- Review 50% plans for West End Well Collection Pipeline. Project is ongoing.
- Review 50% plans for Well 22 Pipeline Modifications. Project has been canceled.

##### ***Goleta Water District (May 2016 to Feb 2017)***

- Took over project management handling Seven Wells Design. Duties to review plans, specifications coordinating with Operations and to provide cost estimated to budget for construction the following fiscal year. Budget also included accounting for internal staff hours required to complete the project.
  - Took over project management handling Four Booster Pump Station Design. Duties to review plans, specifications coordinating with Operations and to provide cost estimated
-



## **Project Partners**

**David Entsminger, PE**

Summary of Qualifications

Page 2

to budget for construction the following fiscal year. Budget also included accounting for internal staff for internal staff hours required to complete the project,

- Took over design, bidding, and construction of a chemical platform to be retrofitted over large chemical tanks inside of the chemical building at Goleta's water treatment plant facility.
- Took over design review of water treatment plant modifications with their sludge drying beds and internal piping.

### *South Coast Water District (SCWD) (Aug 2015 – Feb 2016)*

- Contract Senior Project Manager handling development projects plan checks.
- Joint Regional Water Supply System (JRWSS) – Performed research and wrote a “sole source” RFP to have Pure Technologies, Inc. perform various inspection and analysis tasks to ultimately have a report with recommendations on repairs and/or replacements of 60-inch diameter pre-stressed concrete cylinder pipe. Crafted a sole source justification for SCWD Board and JRWSS committee approval.
- JRWSS – Crafted sole source justification for SCWD's Bradt Reservoir Dam Engineer to provide contract documents to publically bid to repave the dam crest of the Bradt Reservoir dam. Presently managing the construction at the site.
- JRWSS – Performed research and plan check of partially completed plans and specifications for the Wye Vault project. This project had been delayed for over a year and previous engineers are no longer with SCWD. This project requires repair or complete replacements of 24-inch, 30-inch, and 42-inch ball valves. Project will also require deep concrete vault modifications. To date: 30-inch resilient seated ball valve purchase specifications have been written and are presently out to bid, the former engineer has been contacted and has been given the plan check comments and has given SCWD a proposal to complete the work. Presently working with Dezurik to have them propose on the purchase of Williamette manual actuator parts that will be used to convert hydraulic actuators to manual operation of the 24-inch and 42-inch metal seated ball valves.

### *City of Signal Hill (Feb 2015 – Aug 2015)*

- Contract Deputy Public Works Director – Managing City's Water Operations Department while recruitment was underway.
  - Revise priority projects list and organize files (scattered).
  - Coordinated dive inspections of 2 reservoirs
  - Coordinated emergency work to repair water leaks
  - Assist project manager of new production well and treatment plant with well development, sampling and laboratory analysis.
  - Corrected standard water fire flow test calculation methodology and instructed field personnel how to present with future testing.
  - Conducted daily tail gate meetings with water personnel and provided their schedules of work.
  - Assisted Public Works Director with selection of Water Superintendent.
-

## **Project Partners**

**David Entsminger, PE**

Summary of Qualifications

Page 3

### *City of Anaheim (Jan. 2014 to Jan. 2015)*

- Provided service as a Senior Project Manager. Performed a preliminary design to relocate an aging CIP 12" main in Katella Avenue from Disneyland Drive to past Anaheim Boulevard. Updated construction costs and provided a cost estimate to relocate the 12" main in Katella Avenue. Updated Anaheim's Administrative Procedures and Design Guidelines handout and their Water Services Standard Specifications. Reviewed several plans, ranging from shop drawings, water related capital improvement plans (well and pipelines), several development related projects including grading street, sewer, storm drain, tract/parcel maps, legal descriptions, several intra-City CIP plans, including street, sewer, storm drain, and electric undergrounding. Performed three in-house pipe replacement designs on Ball Road that were required due to electrical undergrounding and street improvements and with time of the essence. Provided other water line designs during plan checking of outside water improvements that needed our assistance. Reviewed/rated proposal responses to RFP for 7,000 linear feet of 12" main replacement in Katella Avenue from Disneyland Drive to Manchester Avenue.

### *City of San Juan Capistrano (Sept. 2013 to Nov. 2013)*

- Filled a temporary Associate Water Engineer position. Managed three recycled water projects at or near construction stage, all which were under strict time constraints to not lose grant funding. Conducted construction meetings, coordinated with consultants and utility representatives, other stakeholders to ensure that these projects stayed within scope of work and on schedule. Designed an existing well piping connection from potable water line to a recycled water line and bid out to contractors.

### **City of Garden Grove, CA (2006- 2013)**

*Water Services Manager (2007-2013)*

*Project Engineer (2006-2007)*

- Initial period at Garden Grove involved assessment of the sewer and water systems, evaluation of requirements of water and sewer CIP and staff necessary to accomplish the work within short and long-term requirements. Wrote justifications, worked with Human Resources to advertise, and sat in on interview panels to hire 2 associate engineers, an inspector, and a principal engineering technician. Familiarization of Garden Grove Sanitary District (GGSD) issues and meetings with the consultant District Engineer were part of this initial process. GGSD entered into an agreement with Orange County Coastkeeper whereby the City would spend a minimum of \$5M annually to replace capacity deficient sewer main.
  - Generated several RFP's, evaluated proposals, wrote staff reports to hire consultants for sewer replacement projects. Managed the consultants, advertised the final construction documents, wrote staff reports and presented at City Council to award contracts, and performed construction management. Also had to award contract to outside inspection firm to oversee work in the field. During this time, junior personnel have been trained to manage projects including RFP and report generation, proposal evaluations, and project management under my supervision.
  - Attend monthly Orange County Water District and Municipal Water District of Orange County meetings, staying abreast of the water issues. Also have been attending the Poseidon meetings concerning the proposed desalination plant in Huntington Beach.
-

## **Project Partners**

**David Entsminger, PE**

Summary of Qualifications

Page 4

- P.M. water master plan/water GIS.
- Worked with financial and attorney consultants to acquire access to \$32M in water bonds.
- Work with senior analyst to establish annual sewer and water budgets. This requires careful analysis of both water and sewer CIP schedules to match schedules required to spend bond money and to keep up with development requirements around the City.
- Have worked with Human Resources to conduct disciplinary hearings with four employees over a four-year period. Two of these employees involved my meeting with union representatives as well.
- Successfully applied for detachment with OCLAFCO to detach an area in the City of Fountain Valley from the GGSD jurisdiction.
- Successfully got new-shared sewer agreements with the City of Stanton.
- Conduct shared sewer business with Midway Sanitary District (Westminster) and the City of Anaheim.
- Generally conduct daily business with water and sewer addressing field issues, customer complaints and claims. Have written several City Manager memos to keep City Manager and City Council informed.

### ***City of Anaheim, CA (1993 – 2006)***

*Principal Water Engineer (2001 - 2006)*

*Associate Water Engineer (1993 – 2001)*

- Assistant to P.M. of design and construction of Lenain Filtration Plant (15-MGD) – Plan checks, comments and tracking of shop drawings, attend progress meetings, several smaller assignments on the project. Through a period of several years, worked on modification requirements for the plant.
  - P.M. several in-house design of water main replacement plan and profile with specifications.
  - P.M. several in-house design of water main relining with specifications.
  - P.M. well redevelopment and/or destruction projects.
  - P.M. New well construction.
  - Plan checks – I-5 widening water relocations, pressure regulating stations (new and modified).
  - Assistant to P.M. of water master plan.
  - Assistant to P.M. of system wide pressure regulation study including inspection of 53 regulating stations.
  - Assistant to P.M. of system wide seismic study and implementation of construction recommendations.
  - Address comments from Department of Water Resources to 1995 Urban Water Management Plan.
  - Generate staff reports for several projects and/or issues.
-

## **Project Partners**

**David Entsminger, PE**

Summary of Qualifications

Page 5

- Panel member of written proposals and/or oral presentations by consultants vying for project awards.
- P.M. Walnut Canyon Reservoir Rehabilitation.
- P.M. Replacement of underground diesel storage tank with above ground diesel tank, including new day tank and monitoring system.

*Morse Consulting Group- Irvine, CA (1986 – 1992)*

*Project Engineer*

- P.M. several hydrology/hydraulic studies and storm drain design mostly for housing projects in Orange County, San Bernardino County, Riverside County, and Los Angeles County. Additional reports and/or permitting requirements with the counties, Army Corps of Engineers, and/or FEMA were required for several of these projects.

*Robinson Engineering Company – Denver, Colorado (1980 – 1986)*

*Project Engineer*

- Surveying – topographical, boundary, construction staking, and legal descriptions.
- Materials testing – soils compaction, concrete cylinders.
- Structural inspections and reports.
- Water and sewer construction inspections.
- Sewer, water, storm drain design.
- Grading plans.
- Drainage reports.
- Quantity takeoffs/Cost estimates of construction.

*U.S. Naval Construction Battalion (Seabees) 1971- 1975*

*Engineering Aid, 2nd Class Petty Officer*

## **Education**

MS California State University Long Beach, 1995

BS University of Colorado, 1980

Water Operator coursework, California State University Sacramento

## **Professional Certification**

Registered Civil Engineer, California – No. C40351

Treatment Operator Grade 3, California – No. 20210

Distribution Operator Grade 4, California – No. 28645

## **Professional Affiliation**

American Water Works Association

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### **Umesh Murthy, P.E.**

#### **Project Level**

Senior Project Manager

#### **Qualifications**

- *Senior Project Manager With Over 25 Years of Experience*
- *Over 23 Years Management Experience With Orange County Sanitation District*
- *Proficient In Water/Wastewater Project Management*
- *Specific Expertise in Operations And Asset Management*
- *Strong Written and Oral Communication Skills*

#### **Relevant Experience**

*Orange County Sanitation District (1997-present)*

*Asset Engineering Manager (2019-present)*

- Prepare and manage an annual \$20 million maintenance budget to manage corrective and preventive maintenance projects.
- Manage 7 engineering staff and 8 consultants to meet the needs of operations and maintenance of two wastewater treatment plants, 15 pump stations, and central generation units.
- Managing the asset management implementation program consisting of 48 projects.

*Operations Technical Lead and Supervisor (2017-2019)*

- Prepare and manage an annual \$35 million operations budget to operate two treatment plants, 15 pump stations and two central generation plants

*Team's achievements:*

- Completed a thorough review of collections and plant operations to look for opportunities and associated bottle necks to increase flows to Plant 1. Flows to Plant 1 was increased by 25 percent.
  - Completed first phase audit of energy usage at Plants 1 and 2 and recommended projects that will improve energy efficiency.
  - Completed flow monitoring for the Irvine Business Complex, reviewed and interpreted flow agreements with IRWD, and communicated with internal and external staff to update flows needed for billing purposes.
  - Reduced shells and larvae in trickling filters. Tested and completed a caustic dosing plan to prevent growth of larvae and shells in trickling filters. Shells cause damage to pumps, pipes, and accumulates in digesters.
-

## **Project Partners**

**Umesh Murthy, P.E.**

Summary of Qualifications

Page 2

- Provided assistance to several CIP projects including P1- 105, P1-124, P1-123, and P1-100.
- Recommended several procurements including FE and FR projects to help bring in more flows to Plant 1.
- Active odor control management by collaborating with collections staff and Plant 2 neighbors to ensure that odor issues are effectively managed. Reduce odor related issues from 55 to less than 10 within one year.
- Collaborated with other agencies such as LACSD and IEUA to learn their processes and strategies for optimizing operations.

### *Capital Improvement Program Manager/Supervisor (1997-2014)*

- Responsibilities include managing budgets, accounting, resources, risk, engineering design and construction management of wastewater treatment projects exceeding \$400 million. Successfully coordinated with Operations staff to build and commission several wastewater treatment units including the following projects:
  - Warehouse Building at Plant 2 Huntington Beach
  - Maintenance Building at Plant 2 Huntington Beach
  - J-77: Effluent Pump Station Annex (EPSA) at Plant 2
  - P2-66: Headworks Improvements at Plant 2
  - P2-105: Digester Ferric Chloride Rehabilitation at Plant 2
  - P2-39: Rehabilitation of Digesters at Plant 2
  - P3-35-2: New Maintenance Building at Plant 2
  - J-34-1: Short Outfall Surge Tower at Plant 2
  - 2-24-1: Carbon Canyon Gravity Line in Brea
  - 5-51/5-52: Pumps Stations in Newport Beach
  - P1-100: Sludge Digester Rehabilitation at Plant 1
  - P1-101: Sludge Dewatering and Odor Control at Plant 1
- As a CIP manager manage budgets, accounting, human resources, risk, engineering design and construction management of wastewater treatment projects. Work includes preparing budget and forecasting resources required for all phases (initiating, planning, executing, controlling and closeout) in the capital improvement program. Obtain approvals and provide recommendation and information to the board of directors as and when needed or when delegation of authority is not clear

### *Inland Empire Utilities Agency (formerly Chino Basin Municipal Water District) (1991-1997)*

#### *Environmental Engineer- Source Control Division and Engineering*

- Responsibilities included management, design and construction of water/wastewater treatment projects. Recommend and present necessary actions to the Board and resolve issues. Work with local industries to discuss wastewater discharge issues and help them meet permit requirements.

### *Texas Tech University, Lubbock (1990-1991)*

#### *Research Assistant*

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## **Project Partners**

**Umesh Murthy, P.E.**

Summary of Qualifications

Page 3

- Involved in research and teaching work in Fundamentals of Fluid Mechanics, Hydrology, Elements of Environmental Engineering and Environmental Science Laboratory.

*Swamy & Associates Consulting Engineers (1984-1989)*

*Intern/Design and Site Engineer*

- Involved in research and teaching work in Fundamentals of Fluid Mechanics, Hydrology, Elements of Environmental Engineering and Environmental Science Laboratory.

## **Education**

MS     Texas Tech University  
Civil/Environmental Engineering, 1991

BS     Bangalore University  
Civil Engineering 1987

Certification in Industrial Control Technology, 2003, Cal State Fullerton

## **Professional Certification/Registration**

- Professional Engineer (Civil), State of California No. C55916
- Certified Permitting Professional, South Coast Air Quality Management District No. A1608
- Project Management Professional (PMP) No. 54873
- Board Certified Environmental Engineer (BCEE) No. 16-20013

## **Professional Summary**

- Program/Project Management: Over 25 years of engineering and management experience in water, wastewater treatment, and recycling capital improvement programs – capital costs \$400 million.
  - Operations/Asset Management: Providing leadership and managing water/wastewater operations over 160 million gallons per day. Managing an annual operations budget of \$45 million, 12 engineering staff, 90 operations staff, and consultants.
  - Extensive experience in coordinating with local, state, and federal agencies to fund and build water and wastewater treatment units
  - Excellent public relations and track record with customers and local communities
  - Effective communicator with Management, Board members, and public and does whatever it takes to meet the mission and vision of the organization
-



## **James Martin, P.E.**

### **Project Level**

Principal Water Engineer

### **Qualifications**

- *Principal Water Engineer With Over 44 Years Of Experience*
- *Extensive Experience In Project Management And Design And Construction Inspection*
- *Proficient In Planning And Design And Management Of Water Treatment And Distribution Systems*
- *Strong Written And Oral Communication Skills*
- *Team Player*

### **Relevant Experience**

*Metropolitan Water District of Southern California, Los Angeles, California (1988-2014)  
Engineer, Imported Supply Unit, Water Resource Management Branch*

Imported Supply Unit, Water Resource Management Branch. Prepared technical information and reports on large, complex projects and agreements including the Colorado River Quantification Settlement Agreement. **Project Manager** for the Lake Perris Pollution Prevention Program and the Lake Perris Hypolimnetic Oxygenation Facility. Assisted in preparation of a technical report on State Water Project Facility Reliability. Led multi-disciplinary teams to achieve project objectives and coordinated projects with consultants and outside agencies. Developed and maintained working relationships with outside entities. Responsible for project management including scheduling and budgeting of water treatment plants, pipelines, hydropower plants, reservoirs, and oxidation retrofit facilities. Managed the Robert B. Diemer East Washwater Tank Relining project including preparation of plans and specifications. Reviewed and approved design and cost estimates for the Diemer plant alum/ferric jet mix retrofit. Developed the Master Schedule for Design and Construction and prepared detailed project schedules and cost estimates. Prepared letters to Board of Directors for project authorization and funding. Assisted in preparation of business plans. Mentored other employees in scheduling, Board letter process, Capital Investment Program and usage of Metropolitan's business applications.

*U.S. Army Corps of Engineers, Los Angeles, California  
Civil Engineer; Chief, Management Information Section*

Responsible for project management of flood control and coastal projects including review of plans and specifications and contract administration. Performed design and construction inspection for Mission Bay, San Diego Revetment Repairs and Maintenance Dredging

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## **Project Partners**

**James Martin, P.E.**

Principal Water Engineer

Page 2

projects. Coordinated Mission Bay project with all Federal, State and local agencies including the U. S. Fish and Wildlife Service, the California Department of Fish and Game, the California Coastal Commission and the City of San Diego.

*Boyle Engineering Corporation, Newport Beach, California*  
*Civil Engineer*

Prepared technical reports on statewide water issues. Developed water and sewer master plans, summaries of reclamation projects, water conservation studies, water rate analyses, water management plans, feasibility studies and cost estimates. Performed computer simulations of water systems.

*The Irvine Company, Newport Beach, California*  
*Senior Engineer*

Responsible for infrastructure planning and design for development of the 80,000-acre Irvine Ranch. Reviewed water, sewer and irrigation master plans. Coordinated planning, design and construction of the 24" ductile iron Back Bay Sewer adjacent to critical environmental area (upper Newport Bay). Received an award from the company President for coordination with the Friends of the Bay, the City of Newport Beach, the California Coastal Commission, the Orange County Sanitation District, The Irvine Ranch Water District, and the County of Orange. Administered contracts with consulting engineers and reviewed tentative tract maps and easements.

*Los Angeles County Sanitation Districts, Whittier, California*  
*Engineering Associate III*

Prepared facilities plans and environmental impact reports for seven wastewater treatment plants. Developed computer model of Sanitation Districts' Joint Outfall sewer system. Inspected chemical process industries to determine compliance with Industrial Wastewater Ordinance.

*D. M. Martin & Associates, Williamsburg, Virginia*  
*Sanitary Engineer*

Responsible for design of Allegheny County Water Treatment Plant and Reedville Area Wastewater Treatment Plant. Completed graduate studies in civil engineering with emphasis in sanitary engineering.

## **Education**

- |     |  |
|-----|--|
| BS  | Virginia Polytechnic Institute and State University<br>Chemical Engineering        |
| MS  | Virginia Polytechnic Institute and State University<br>Civil, Sanitary Engineering |
| MBA | California State University at Pomona<br>Business Administration                   |
-

**Project Partners**

James Martin, P.E.

Principal Water Engineer

Page 3

**Professional Registration/Certification**

Professional Engineer – California (No. C28078)

Grade 4 Water Treatment Plant Operator – California (No. 22733)

**Fields of Special Competence**

Project Management

Board Reports

Contract Management

**Experience Summary**

Extensive experience in planning, design and management of water treatment and distribution systems. Responsible for project management of water treatment plant capital improvements. Was Contract Administrator for the approximately \$10 million per year Metropolitan Water District/Imperial Irrigation District Water Conservation Program. Prepared grant proposals and negotiated agreements for the approximately \$15.6 million Lake Perris Pollution Prevention Program and the \$6 million Lake Perris Hypolimnetic Oxygenation Facility.

Developed the Master Schedule for Design and Construction for the Metropolitan Water Districts' \$4 billion expansion program. Performed project management support activities including schedules and cost projections for large water treatment plant expansions and pipelines, a hydropower plant, and oxidation retrofit facilities.

Prepared letters to Metropolitan's Board of Directors requesting authorization and funding and award of construction and consultant contracts. Directed and controlled consultants performing water resource related activities for The Irvine Company.

Responsible for project management and contract administration of large flood control and coastal protection projects for the U.S. Army Corps of Engineers, Los Angeles District.

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**Aladdin Shaikh, P.E.**

**Project Level**

Principal Engineer

**Qualifications**

- *Senior Project Manager with Over 30 Years of Experience In Water Supply Planning And Facilities Design*
- *Proven Treatment Plant Design, Construction And Operation Experience*
- *Proficient in Managing and Coordinating Projects And Administering Contracts*
- *Strong Experience in Development of Water Conservation Plans And Programs*

**Relevant Project Experience**

- Planning, design, construction, and operation of the City of Anaheim's membrane bioreactor (MBR) water recycling plant and its distribution system. The project also included preparing CEQA and permitting documents, developing recycled water rules and regulations, retrofitting irrigation sites, and cross-connection testing.
  - Development the City of Anaheim's recycled water master plan followed by feasibility studies and preliminary design of distribution systems, pumping stations, and storage facilities.
  - Preparing grant applications for planning studies, design, and construction of water recycling projects which secured state or federal funding for the projects.
  - Feasibility study of a well field and associated transmission facilities to augment water supplies.
  - Development of water quality objectives, groundwater basin boundaries, and reclamation guidelines for the Santa Ana Watershed for inclusion in the Water Quality Control Plan.
  - Evaluation of regional projects such as desalination, water recycling, and groundwater cleanup projects and their impacts on local water supplies and costs.
  - Developing groundwater flow models to evaluate water management alternatives and assess feasibility of artificial recharge.
  - Hydrogeologic investigations to determine aquifer characteristics and to define hydrostratigraphic units by conducting pumping tests, analyzing pumping test data, and assessing geophysical and geologic logs.
  - Review and evaluation of technical reports and environmental documents of regional projects including hydrogeologic studies, groundwater flow and contaminant transport modeling, and water quality management plans, water treatment, and remediation projects.
-

**Project Partners**

Al Shaikh, P.E.

Summary of Qualifications

Page 2

**Other Engineering Experience**

- Water supply and demand analysis and preparation of urban water management plans, water supply assessments, and water supply plans.
- Water loss audits and water loss component analysis of the City of Anaheim's water system in accordance with the state's requirements.
- Development of the City of Anaheim's mandatory drought response measures and water reduction plans for inclusion in the City's ordinance to meet the state mandated water use standards.
- Source water assessment including delineation of groundwater protection zones, evaluation of aquifer characteristics, inventory of possible contaminating activities, and vulnerability analysis.
- Assess the need and plan for water treatment by analyzing the trend in water quality, evaluating treatment technologies, and conducting pilot testing for wellhead treatment.
- Developing comprehensive water databases to organize and manage well data, water quality, water level, and production data.
- Transient flow modeling to assess the effect of power failure in pumping stations on the water system and to size the pipelines for new developments.
- Design of earth dams and preliminary design for raising the height of the Santiago Dam in Orange County. Design of a water transmission lines, open channels, and hydraulic structures.
- Physical modeling of spillways, energy dissipators, outlet structures of dams, and inlet structure of a 560 cfs booster pumping station.
- Development of drainage and runoff management plans, including evaluation of capacity of the existing drainage facilities, identifying their deficiencies, and recommending desirable improvement.
- Modeling channel flows, erosion/sedimentation, and scour analyses for design of flood control facilities and bridge piers.

**Employment History**

*City of Anaheim Public Utilities Department, 2006 - 2020*

*City of Riverside Public Utilities Department, 1994 - 2006*

*Boyle Engineering Corporation, Newport Beach, 1988 - 1994*

*Colorado State University, Fort Collins, Colorado, 1986 - 1987*

**Professional Certification**

Professional Engineer Registration - CA (44183)

Grade 4 Water Treatment Operator Certificate (24042)

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### **Kurt Greeb**

#### **Project Level**

Project Engineer II

#### **Qualifications**

- *Civil Engineer With Over 30 Years Of Experience*
- *Extensive Experience in Construction of Water and Wastewater Facilities*
- *Over 27 Years Of Experience With LA County Sanitation Districts And City of LA*
- *Strong Written And Oral Communication Skills*

#### **Relevant Experience**

*MNS Engineers - Long Beach, CA (2018-2020)*

*Resident Engineer*

- Rehabilitation and Expansion of Lenain Water Treatment Plant (\$13M). The project includes the construction of new pipelines, replacement of ozone generator and diffusion system, chemical feed pumps, valves and actuators, the rehabilitation of the boat ramp; a back-up power generator, as well as electrical, structural and seismic improvements to the treatment plant facilities; other work included, are architectural and HVAC improvements to the operations building; a new access road, storage facility, and two ( 2) electrical car charging stations.
  - City of Oxnard Wastewater Treatment Plant Emergency Repairs (\$ 5M). Project work includes:  
Renovations to four circular primary clarifiers; Rehabilitation of two Biotowers, replacement of four existing belt filter press units, installation of fire suppression system piping and sprinklers; replacement of existing 20-ton HVAC unit and ancillary items; new Chemically Enhanced Primary Treatment facility.
  - El Estero Wastewater Treatment Plant Secondary Process Improvements, City of Santa Barbara, CA (\$22.6M). Project involved conversion of the plant from the conventional activated sludge process to biological denitrification. Work includes modifying aeration basins, including new inlet and outlet gates, baffle walls, aeration diffusers, mixers, and aeration piping as well as structural modifications; replacing return-activated sludge pumps and piping; replacing two aeration process air blowers; adding a new concrete flume structure to distribute mixed liquor flow to the secondary clarifiers; modifying secondary clarifier, including replacing and modifying sludge collector mechanisms; adding new mixed liquor pumps and associated piping; adding new chemical facilities (ammonium sulfate, caustic soda, and polymer) including tanks, pumps, and injection diffusers; adding secondary effluent recycle facility including diversion box and gate; and modifying associated 480V power upgrades.
-

## **Project Partners**

**Kurt Greeb**

Summary of Qualifications

Page 2

- Perform additional duties as required including performing constructability reviews, assist in preparing proposals.

### *Sanitation Districts of Los Angeles County, Whittier, CA (2008-2018)*

#### *Civil Engineer, Wastewater Management Department, Industrial Waste Section (2016-2018)*

- Permit Engineering Group. Perform technical review of industrial waste permit applications for compliance with EPA regulations and the Sanitation District Wastewater Ordinance. Perform wastewater discharge calculations and determine constituent limits. Perform capacity unit evaluations and prepare reports for compliance with Sanitation District Connection Fee Ordinance. Interface with industrial waste inspectors to perform facility inspections. Perform technical review audit of surcharge statements.

#### *Civil Engineer, Engineering Department, Field Engineering Section (2008-2016)*

- Construction Manager for landfill projects including: PHLF Gas Collection System (2009-2013), Permit PHLF Drainage Improvements (2010-2013), Calabasas Landfill Gas Collection System (2010), LF Gas Wells at Various District Landfills (2010,2012), PHLF Irrigation System (2009-2011), Canyon 9 Slope Stabilization (2009), PHLF Water Tank Slope Stabilization (2010), PHLF Gas Collection System Dewatering (2012), Canyon 4 Liquid Storage Improvements (2013), PHLF Equipment Yard Demolition ( 2014)
- Construction Manager for sewer projects including: Douglas Avenue Trunk Sewer Rehabilitation (2010) (\$1.8M) (new construction), South Park Avenue Trunk Sewer Rehabilitation (2015) (\$800K) (CIPP liner installation)
- Construction Manager for wastewater projects including: WNWWRP Ammonia Station Upgrade (2014) (\$300K), SJCWRP Stage 1RAS Pump Station Upgrade (2015) (\$10M), JWPCP Replacement of Switchboards 4A, 4A1, 6, 6A, and 6A1 (2015) (\$ 3.5 M)
- Construction Manager for emergency sewer and pumping plant repairs, potholing, subsurface investigations

### *City of Los Angeles, Bureau of Engineering - Los Angeles, CA (1999-2008)*

#### *Civil Engineer (2004-2008)*

- Project Manager for wastewater treatment plant project design including: D.C.Tillman Lab Facility (\$3.5M), D.C.Tillman Backup Power( \$6.9M), TITP Lab Improvements (\$500K), DCT and LAG Electrical System Upgrades( \$ 6M), HTP Substation Separation( \$4M), TITP Primary Scum Pumping Facility( \$800K)
  - Project Manager for design "Small Projects Group," approx. 50 projects \$20K-300K, high priority projects with expedited design and construction performed by on-call contractor
  - Project Manager for study performed by consulting firm "Compilation and Assessment of Master Specifications"
  - Construction Services Manager for wastewater treatment plant projects including: TITP Drainage Improvements( \$300K), HTP IPS Screw Pump Ventilation (\$500K) Pavement East of Reactors ( \$500K), TITP Brine Line Modifications ( \$500K), HTP Fire Alarm System (\$1M)
  - Construction Services Managerfor Emergency On-call Construction Contract
-

## **Project Partners**

**Kurt Greeb**

Summary of Qualifications

Page 3

- Supervise four Engineering Associates

### *Sanitary Engineering Associate 3 (1999-2004)*

- Construction Manager for \$ 8 million IPS Screw Pump Project: modification of existing screw bays and installation of new archimedes screw pumps
- Construction Manager for \$3.5 million Venice Pumping Plant Automation Project: Installation of new switchgear, VFD's, UPS, and PLC for operating plant
- Construction Manager for \$2.5 million Administration Building Annex
- Construction Manager for \$3.0 million Interim Biosolids Improvement Project
- Negotiate and resolve \$1.5 million request for equitable adjustment for D.C. Tillman DCS project
- Assistant Construction Manager for \$25 million advanced wastewater treatment facility: microfiltration system, reverse osmosis system, chlorine contact tank, MCC building
- Assigned to remote jobsite location, supervise Engineering Associate

*City of Los Angeles, Bureau of Sanitation, Solid Resources Engineering and Construction Division  
– Los Angeles, CA (1991-1999)*

### *Sanitary Engineering Associate 3*

- Project Engineer/Construction Manager for \$ 6.0 million dollar Bishops Canyon Site Improvements Project: recreational facilities, earthwork, grading, street, landscaping and irrigation, crib walls, retaining walls, potable water system, sanitary sewer, storm sewer, restroom, methane detection system, and overland and subsurface drainage systems at 40 acre Bishops Canyon Landfill
- Project Engineer/Construction Manager for Sheldon Arleta Flare Station and Gas Collection System: 1200-cfm landfill gas flare station
- Project Engineer for Bishops Canyon Landfill Methane Detection System and Air Injection System
- Project Engineer for perimeter probe systems at the Toyon Canyon Landfill and Lopez Canyon Landfill
- Project Engineer/Construction Manager for earthwork/grading, installation of landscaping and irrigation at the Sheldon-Arleta Landfill
- Project Engineer, Construction Manager for Oak Canyon drainage project
- Project Engineer, Construction Manager for gas collection and blower systems at Polytechnic High School
- Project Engineer for vehicle wash system at South Central Refuse Collection Yard
- Prepare landfill regulatory and environmental technical reports, and interfacing with regulatory officials at the California Regional Water Quality Control Board and South Coast Air Quality Management District for four City of Los Angeles owned landfills
- Management and scheduling of City of Los Angeles construction crews and environmental inspectors at City of Los Angeles landfills

*U.S. Army - Fuerth Germany (1982-1985)*

*Construction Surveyor*

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## **Project Partners**

**Kurt Greeb**

Summary of Qualifications

Page 4

Germany and Ft. Campbell, Kentucky

- Crew chief of three surveyors performing construction staking and mapping
- Perform construction staking for road, grading and earthwork projects

## **Education**

MS     California State University, Long Beach  
Civil Engineering, 1996

BS     University of Wisconsin-Madison - Madison, WI  
Civil and Environmental Engineering, 1991

## **Professional Skills**

- P3
- Primavera
- Microsoft project
- Autocad

## **Military Service**

Branch: United States Army  
Rank: Specialist 4

## **Additional Information**

### **COMPUTER SKILLS**

Primavera P3/P6, Primavera Unifier, Microsoft Project, Unified Project Reporting System (City of LA project management), AutoCAD, Enfro Tech iPACS (WW discharger application)

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*Project  
Partners*

**Project Partners**  
23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653  
*phone* **949.852.9300**  
*fax* **949.852.9322**

## **Appendix B**

### **Fee Proposal**



**Project  
Partners**

"Partners in Building Engineering Careers and Teams"

[www.projectpartners.com](http://www.projectpartners.com)

## Project Partner's 2021 Standard Rate Schedule

CLASSIFICATION	HOURLY BILLING RATE
Proposed Principal Engineer for the City of Fullerton.....	\$130
Proposed Senior Civil Engineer for the City of Fullerton.....	\$120
<b>Engineering</b>	
Entry Level Engineer.....	\$70
Assistant Engineer .....	\$75
Associate Engineer .....	\$80
Staff Engineer .....	\$85
Project Engineer .....	\$90
<b>Project Management</b>	
Associate Project Manager.....	\$100
Project Manager.....	\$110
Sr. Project Manager I.....	\$120
Sr. Project Manager II.....	\$130
Sr. Project Manager III.....	\$140
<b>Engineering Analyst</b>	
Engineering Analyst I.....	\$65
Engineering Analyst II.....	\$75
Engineering Analyst III.....	\$80
<b>Engineering Technician</b>	
Engineering Technician I.....	\$65
Engineering Technician II.....	\$70
Engineering Technician III.....	\$80
Sr. Engineering Technician .....	\$90
<b>CAD</b>	
CAD Technician.....	\$65
Sr. CAD Technician.....	\$80
CAD Designer.....	\$95
Sr. CAD Designer.....	\$110
<b>GIS</b>	
GIS Analyst.....	\$80
Sr. GIS Analyst.....	\$105
GIS Administrator .....	\$125
<b>Specialist Engineer</b>	
Specialist Engineer I.....	\$145
Specialist Engineer II.....	\$155
Specialist Engineer III.....	\$165

*Standard Billing Rates subject to change on January 1<sup>st</sup> of each year*

23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653

phone 949.852.9300  
fax 949.852.9322



***Project  
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fax **949.852.9322**

## **Appendix C**

### **Additional Forms**


## Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror 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 an officer of the Offeror confirming that the information provided is true and accurate.

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

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:   
Name: Kim Look, P.E.  
Title: Principal  
Date: 09/22/2021



**CITY OF FULLERTON**

Public Works Department – Engineering Division

**SEPTEMBER 8, 2021**

**REQUEST FOR PROPOSALS  
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR  
WATER ENGINEERING SERVICES (CIVIL ENGINEER AND PRINCIPAL  
CIVIL ENGINEER)**

**ADDENDUM NO. 1**

**TO: ALL OFFERORS**

ADDENDUM NO. 1, AS DESCRIBED BELOW, IS FOR THE USE OF CONSULTANTS  
SUBMITTING PROPOSALS.

**CHANGES TO THE REQUEST FOR PROPOSAL:**

**REPLACE** the proposal submission due date from 4:00 p.m. PST, Wednesday, September 15, 2021 to **4:00 p.m. PST, Wednesday, September 22, 2021.**

**THE EDUCATION COMMUNITY**

303 West Commonwealth Avenue, Fullerton, California 92832-1775  
(714) 738-6845 • [www.cityoffullerton.com](http://www.cityoffullerton.com)

## INTENT TO SUBMIT A PROPOSAL

I/We intend to submit a proposal for a contract for the **Professional Engineering Design Services for WATER Engineering Services** (check one or both, if applicable):

☒ **Civil Engineer**

☒ **Principal Civil Engineer**

**Name of Firm:** Project Partners Incorporated

**Name of Contact:** Kimo Look, P.E.

**Title:** Principal

**Address:** 23195 La Cadena Drive, Suite 101, Laguna Hills, CA 92653

**Phone:** (949) 852-9300 ext. 103

**Email address:** klook@projectpartners.com

**Date:** 9/1/2021

This "Intent to Submit a Proposal" form must be received by the City no later than 4:00 p.m., September 8, 2021 by e-mail to **Tiffany.Foo@cityoffullerton.com** and/or **jjoaquin@cityoffullerton.com**

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2021

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> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		<b>CONTACT NAME:</b> The Certificate Team <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> CertsDesignPro@AssuredPartners.com <b>ADDRESS:</b>		<b>FAX (A/C, No):</b>	
<b>INSURED</b> Project Partners 949 852-9300 23195 La Cadena Drive, Suite 101 Laguna Hills CA 92653		License#: 6003745 PROJPAR-01	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> The Travelers Indemnity Company of Connecticut <b>INSURER C:</b> US Specialty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 25674 25682 29599

**COVERAGES** **CERTIFICATE NUMBER:** 336560363 **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	ADOL SUBR	POLICY EFF	POLICY EXP	LIMITS	
		INSR WVD	MM/DD/YYYY	MM/DD/YYYY		
B X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	6800J543236	4/18/2021	4/18/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> No Owned Autos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BA6R856630	4/18/2021	4/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$	Y Y	CUP8833Y649	4/18/2021	4/18/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3J809976	4/18/2021	4/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		USS2131833	4/18/2021	4/18/2022	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Blanket Waiver of Subrogation applies as required per written contract. Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability. AM Best's Rating for all policies listed are: A/XII or greater.  
 RE: Job Name: Water Engineer Support Services, City of Fullerton, 303 W. Commonwealth Ave., Fullerton, CA 92832  
 City of Fullerton is named as an additional insured as respects general liability and auto liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

## CERTIFICATE HOLDER

**CANCELLATION** 30 Day Notice will be sent to holder

City of Fullerton  
 Attn: Meg McWade  
 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**

*Mark St...*

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POLICY NUMBER: 6800J543236

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured"

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions****1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee, regardless of any other provision of this Coverage Form.

**5. Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) -**

**POLICY NUMBER: UB3J809976**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by \_\_\_\_\_

**DATE OF ISSUE:** 10/21/2021

Page 1 of 1



**EXHIBIT D**  
**W-9**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Project Partners Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC    ☐ C Corporation    ☒ S Corporation    ☐ Partnership    ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**23195 La Cadena Dr, Suite 101**

6 City, state, and ZIP code  
**Laguna Hills, Ca 92653**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number


3	3	-	0	7	3	6	9	6	5
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ►     Date ► **5-4-20**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.