

NOTICE INVITING PROPOSALS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

CITY OF SAN FERNANDO SANITARY SEWER MASTER PLAN

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **3:00** p.m. on **May 29, 2025**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

CITY OF SAN FERNANDO SANITARY SEWER MASTER PLAN

RELEASE DATE: April 24, 2025

RESPONSE DUE: May 29, 2025

GENERAL INFORMATION

The City of San Fernando is requesting proposals from qualified and experienced Civil Engineering firms to provide Engineering Services to conduct and prepare the City's Sanitary Sewer System Master Plan. Included in the scope of work for the project, the selected Consultant shall recommend, produce and calibrate a Sewer System Hydraulic Model for the City's sewer infrastructure.

The purpose of the Sanitary Sewer System Master Plan is to analyze and assess the City's existing sewer infrastructure to address capacity deficiencies in the system. Deficiencies will be identified and prioritized in a specific list of projects, a 10-year Capital Improvement Plan (CIP) that will look to replace, rehabilitate, and maintain the sewer facilities and infrastructure. The selected Consultant will also be responsible for the recommendation, development and calibration of a sewer hydraulic model that will validate the recommendations made in the Master Plan and used by the City for future analysis.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 150 full-time employees and an additional 50 part-time and seasonal employees with a total Adopted Budget for fiscal year 2023-2024 of \$51.7 million, which includes a General Fund budget of \$26.2 million. The City seeks to provide outstanding public services to its citizens and local businesses with long-term fiscal stability in mind.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced contractors.

DESCRIPTION OF WORK

The purpose of this RFP is to seek the services of a Civil Engineering Consultant to provide Engineering Services to produce a Sanitary Sewer System Master Plan and develop a sewer hydraulic model.

The goal of the Project is to perform, at the minimum, but not limited to:

- Collection and review of all data significant to the thorough completion of the Sanitary Sewer System Master Plan and sewer hydraulic model.
- Submit a Technical Memorandum (TM) to identify and provide rationale for flow monitoring locations throughout the City.

- Develop key system data to be used in the development of Sewer Impact Fees.
- Provide a preliminary and final Sanitary Sewer Master Plan that identifies deficiencies in the system and includes a prioritized 10-year plan (2025 – 2035) all recommended alternatives for improvement all sewer facilities, cost estimates and estimated project durations.
- Develop a sewer hydraulic model to identify peak flow factor and flow patterns, assess capacity constraints, and potential limitations for future development.
- Conduct site investigations, as needed, to confirm information from existing reports and records.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Manuel Fabian, via e-mail at mfabian@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, May 19, 2025**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, May 22, 2025**.

C. Submission of Proposals

All proposals shall be submitted to the City Clerk in a sealed envelope and the subject line shall read, "City of San Fernando RFP – City Of San Fernando Sanitary Sewer Master Plan" Proposals must be received no later than Thursday, **May 29, 2025 at 3:00 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Selection is based on best value
- 3) Reject any and all proposals without prejudice;
- 4) Issue subsequent Requests for Proposal;
- 5) Postpone opening for its own convenience;
- 6) Remedy technical errors in the Request of Proposal process;
- 7) Approve or disapprove the use of particular sub-contractors;
- 8) Negotiate with any, all, or none of the prospective firms;
- 9) Solicit best and final offers from all or some of the prospective firms;
- 10) Accept other than the lowest offer; and/or
- 11) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form Professional Services Agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICES

This RFP is to solicit proposals for the Sanitary Sewer Master Plan for the City of San Fernando.

The Consultant is to produce a complete sewer master plan report that identifies the potential cost for replacements, construction of new and/or reconstruction of existing sanitary sewer facilities, and for the implementation and use for 2025 year through a ten-year required cycle to 2035. The Consultant will also develop and calibrate a sewer hydraulic model that captures all sewer mains and infrastructure in the City. The Consultant

shall incorporate anticipated future land use based upon projected housing needs and state-mandated housing.

The Consultant may provide additional tasks which they feel are pertinent to or adds value to achieving the City's overall project objectives.

The following tasks include, but are not limited to:

Task 1 – General Administration, Meetings, & Presentations

- Consultant shall assign a project manager that will serve as the point of contact and coordinate all communication with the City of San Fernando staff. The Consultant must provide an experienced Engineering Team who is familiar with Sewer System Master Plan Studies, Implementation Plan and Program of sewer facilities, cost estimations, hydraulic modeling, standards, codes and regulations, recommendations/implementation of future sewer mainline design, construction/reconstruction of City sanitation sewer facilities and sewer systems, as referenced above.
- Consultant shall coordinate a kick-off meeting with City of San Fernando staff and subconsultants to discuss the scope of the project, develop a work plan to accomplish the project goals, and identify future constraints.
- In addition to the kick-off meeting, the Consultant shall plan for sufficient meetings with City of San Fernando staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the City two (2) working days prior the meeting for review. For each meeting, Consultant shall record minutes that indicate action items for all parties and decisions that have been made regarding the study and distribute them within five (5) working days of the meeting.
- Consultant shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.

Task 2 – Preliminary Sanitary Sewer System Master Plan Report

- Consultant shall collect and review all applicable plans, specifications, reports, as-builts, and existing data provided by the City.
- Consultant shall arrange for and conduct thorough site investigations, as needed, to confirm information from existing records and reports.

- Consultant shall compile a list of needed future pipeline and facility capacity improvements. The list of future improvements shall be prioritized in a 10-year plan (2025 – 2035) and consist of all recommended alternatives for improvement and include the existing information of all facilities (size, alignment, length, depths, etc.), as well as the proposed information for each facility. Provide exhibits to show reach alternative as an improvement project.
- Consultant shall also include a general maintenance plan that addresses areas of possible concern based upon CCTV and other available data.
- Prepare planning-level cost estimates and project schedules for each pipe improvement project.

The Consultant will make all necessary recommendations to meet current City, County and State standards and provisions and will notify City staff officials of any findings and/or recommendations in the study that are beyond City limits for, modifications and improvements of the City's sanitation sewer system.

- The Consultant shall provide key information (list) to incorporate into the City's separate Sewer Impact Fee Study.
- Prepare a preliminary report for the City's review. The report shall include an executive summary and incorporate the finalized Technical Memorandum (TM) from Task 4, and the finalized TM from Optional Task 5 (if applicable).

Task 3 – Final Sanitary Sewer System Master Plan Report

- The Consultant shall review and address the City's comments for the Preliminary Sanitary Sewer Master Plan and submit one (1) digital pdf copy (and all native files) and three (3) hard copies of the final report to the City. The report shall be approved, signed, and stamped by a licensed Civil Engineer.

The following Tasks are Optional and may be utilized at the discretion of the City. The Consultant shall include their approach and budgeted cost of the Optional Tasks in their proposal and fee schedule.

Optional Task 4 – Flow Monitoring

- The Consultant shall develop a Flow Monitoring Plan (TM) and determine strategic locations to monitor flow within the Project area. The Plan shall describe

criteria for selected flow monitoring locations and alternate locations if needed. Consultant shall assume a sufficient number of monitoring locations, not exceeding five (5).

- If necessary, Consultant shall perform site visits to verify accessibility and coordination concerns at proposed flow monitoring locations. Consultant shall contact required entities to assure successful installation and retrieval of flow monitoring devices.
- Upon City approval of the Flow Monitoring Plan, the Consultant shall acquire flow monitoring services and perform the work for a minimum of 14 consecutive days of continuous flow, velocity, and depth monitoring during dry weather conditions.
- The Consultant shall be responsible for preparing traffic control plans as required, obtain permits, traffic control setups, accessing the maintenance holes, installation of the flow monitoring devices, and subsequent removal of the devices. Consultant shall be liable for any maintenance hole damages, as necessary, due to installation and removal of the flow monitoring devices.

Optional Task 5 – Develop and Calibrate Sewer Hydraulic Model

- The Consultant collect and review all applicable plans, specifications, reports, asbuilts and data provided by the City. Additionally, Consultant shall be responsible for acquiring additional data, as needed, from pertinent agencies to recommend, develop and calibrate a Sewer Hydraulic Model.
- Consultant shall populate all sewer mainlines with new sewer loads, peaking factors, and all other criteria to successfully integrate them into the final deliverable model.
- If necessary, Consultant shall be responsible for coordinating with the City and developer of the recommended hydraulic modeling software to obtain licenses.
- Identify the existing and future flow conditions of the hydraulic model. Existing conditions shall consist of the base scenario for current flow conditions in the City. Future conditions shall consider incoming projects with available data.
- Consultant shall perform a hydraulic model analysis to evaluate and verify capital improvements recommended in the Sanitary Sewer System Master Plan Report.
- Prepare a TM to document the basis for hydraulic sewer model calibration. TM should describe the methodology for updating wastewater flows and all other

relevant data in the model, criteria for selection of flow monitoring locations, and resolutions to any data gaps. TM shall also include an overview of the sewer hydraulic model and provide instructions and the basis to make updates to the model for future use. Consultant shall allow a minimum of fourteen (14) working days from the City of San Fernando to review the draft TM prior to the finalization and inclusion of the TM in the submittal of the Final Sanitary Sewer System Master Plan Report.

Optional Task 6 – Develop Geographic Information System (GIS) Database

This task will include the incorporation of existing City maps and data into a GIS database to develop a sewer system inventory. The database should also include an application to query and analyze data, such as hot spots, and tracking of sewer overflows. This information will also be used to develop the Capital Improvement Project (CIP) list and assist in the ongoing maintenance of the system. Currently GIS shape files do exist which includes main line locations. Other data will have to be assembled and converted as needed to be included in the database. The availability of as-built drawings is limited due to their destruction during the 1974 Sylmar earthquake. It is estimated that approximately 25% of the as-built drawings are available, and therefore the consultant will be expected to find solutions to compensate for the unavailability of this data when developing the database.

Final deliverable will include a database with sewer information. The application may be a custom designed application or include the use of other software products available. City will purchase computer software licenses separately as needed for the operation of the database and therefore do not need to be included in the cost proposal.

Specific deliverables shall include the following:

- Database design documents including metadata and data dictionary
- Digital database in ArcGIS version 10
- Digitized sewer maps
- Digital database in ESRI geodatabase format
- Scanned drawings linked to the GIS database
- GIS based sewer applications
- Overall systems map showing all wastewater features

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **sixty (60) days or until project is complete.**

SCHEDULE FOR SELECTION

RFP Available:	April 24, 2025
Deadline for submittal of Questions:	May 19, 2025
Response to Questions:	May 22, 2025
Deadline for submittal of Proposal:	May 29, 2025
Agreement Presented to Council for Review & Approval:	July 21, 2025

METHOD OF SELECTION AND NOTICES

The City will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Include a *Cover Letter*

Each proposal will include a cover letter that identifies the firm, address, phone number and contact person. The cover letter must include acknowledgement of all addenda and provide a statement that the proposal is valid for 90 days after the RFP submittal deadline. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should highlight major elements of the proposer's qualifications and proposal.

2. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a San Fernando City Business License and appropriate Contractor's license, required for this work shall be obtained at the sole expense of the Contractor.

PAYMENT

This work is to be performed for a “Not-to-Exceed Amount.”

The Contractor shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Amount” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Services necessary to complete the work covered by this Proposal.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, personhours, and costs incurred by each task.

NON-REIMBURSEMENTS

The City will not reimburse travel, lodging, meals, vehicle, mileage or any miscellaneous expenses.

INSURANCE

A. The Contractor shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.

C. The selected firm shall furnish the City a certificate evidencing Workman’s Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the City of San Fernando, it is agreed that the City of San Fernando, the Successor Agency of the City of San Fernando, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of San Fernando, its officers and employees, and its agents, under any third-party liability policy.”

E. It is the Contractor’s responsibility to ensure that all sub-Contractors comply with the following:

Each sub-Contractor that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-Contractor work include soil sample borings, utility potholing, etc.

BONDS

- A. A Bid Bond by an admitted surety insurer in the form of a cashier's check or a certified check drawn to the order of the City of San Fernando, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.
- B. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.

OWNERSHIP OF DOCUMENTS

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

CONFIDENTIALITY AND RELEASE OF INFORMATION

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily

provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

TERMINATION FOR CONVINIENCE OF THE CITY

The City reserves the right to terminate the “Contract Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

INDEPENDENT CONTRACTOR

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

CONTRACT

The Contract includes the Construction Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that Contractors be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Contractor prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Construction Agreement has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

PREVAILING WAGES

All labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Precontractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

CITY OF SAN FERNANDO SANITARY SEWER MASTER PLAN

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

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

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2025 before me, _____

Personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

Signature of Notary Public

ATTACHMENT “B”
SAMPLE PROFESSIONAL SERVICES AGREEMENT



2025

PROFESSIONAL SERVICES AGREEMENT

(Parties: **Insert Consultant Name** and City of San Fernando)

(Engagement: CITY OF SAN FERNANDO SANITARY SEWER MASTER PLAN)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____, 2025 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME** (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires the development of a sanitary sewer master plan; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such tasks and services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 2025, under Agenda Item No. _____; and

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

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the tasks and services described in that certain Request for Proposals of CITY entitled "**INSERT TITLE OF CITY REQUEST FOR PROPOSAL**" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF CONSULTANT PROPOSAL**" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"**, respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled

CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence for this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Work; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.

- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.3 **COMPENSATION:** CONSULTANT shall perform the Work in accordance with the “**INSERT TITLE OF COMPENSATION DOCUMENT**” which is attached and incorporated hereto as **Exhibit “C”** (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, may not exceed the **aggregate sum** of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the “Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work are completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s monthly compensation is a function of hours worked by CONSULTANT’s personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 **ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared

or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **Insert City Representative** (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Insert Consultant Representative** to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or Consultant Representative's designee will supervise and direct the performance of the Work, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF WORK; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Agreement, and subject

to the approval of the CITY's authorized representative;

- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Work under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: **Insert Name(s) And Title(s)**.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services and tasks does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.12 SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the

execution of this Agreement.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before commencing the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- E. Cyber Security: Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection

with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of

insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before commencing the Work, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 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. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure

period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will

constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Consultant Name

Consultant Address

Attn: Consultant Contact Name

Phone: Phone Number

CITY:

City of San Fernando

City Department

City Address

Attn: Department Director

Phone: City Phone Number

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **CONFLICTS OF INTEREST:**
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS’ FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date for completing the Work may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services and tasks for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The CITY Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in

the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

CONSULTANT NAME:

By: _____

Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____

Richard Padilla, Assistant City Attorney

Date: _____

ATTACHMENT “C”
CITY MAP

SAN FERNANDO, CALIFORNIA

SANITARY SEWER SYSTEM

(JUNE 1, 1973)

Rev. JUNE 1976
UPDATED MARCH 1980 S.I.

N



LEGEND
○ MANHOLE
● CLEAN OUT
SCALE 1" = 200'

SAN FERNANDO, CALIFORNIA

SANITARY SEWER SYSTEM

R. E. JAMES - CITY ENGINEER RCE # 8737

J. E. COMSTOCK - ASST. CITY ENGINEER

DESIGN: MICHAEL S. DRAKE

DATE: JUNE 1, 1973

SHEET OF PLAN