

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
J. SMITH & T. MULI, INC. FOR ON-CALL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into on this 2nd day of May, 2023 by and between J. Smith & T. Muli, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On February 22, 2023 the City issued a Request for Proposal (“RFP”) No. 23-025, by which it desired to retain a consultant having special skill and knowledge in the field of engineering services on an “on-call” basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-025.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 23-025, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 23-025 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit B**. Consultant is one of ten (10) separate consultants selected to provide services on an on-call basis under RFP 23-025. The total compensation for services provided by all consultants selected under RFP 23-025 shall not exceed the shared aggregate amount of \$5,000,000.00 during the term of this Agreement, including any extension periods as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on May 2, 2023 and end on May 1, 2026, with the option for the City to grant up to two (2), 1-year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

b. Insurance coverage shall be at least as broad as:

- (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City,

its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

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

(viii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting

coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **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 subcontractors.

(x) **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.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. 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.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

### **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall  
Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, California 92702



To Consultant:

Tim Muli  
Principal  
J. Smith & T. Muli, Inc.  
33161 Camino Capistrano, Suite D  
San Juan Capistrano, CA 92675

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF SANTA ANA AND J. SMITH & T. MULI, INC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

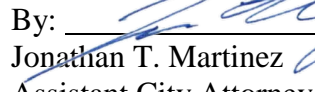
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**J. SMITH & T. MULI, INC.:**

By:   
Jonathan T. Martinez  
Assistant City Attorney

  
\_\_\_\_\_  
Tim Muli  
Principal

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Nabil Saba  
Executive Director,  
Public Works Agency

## **EXHIBIT A**

### **SCOPE OF SERVICES**

<p style="text-align: center;"><b>Appendix ATTACHMENT 1 SCOPE OF WORK</b></p>
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**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
PARKS & FACILITY ON-CALL ENGINEERING SERVICES  
RFP NO. 23-025**

**INTRODUCTION/BACKGROUND**

The City of Santa Ana intends to retain Civil Engineering Consultants on an as-needed or "on-call" basis. A Professional Services Agreement will be entered into with several of the qualified firms Civil Engineering consultant(s) to provide professional services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide professional engineering services proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

In general, work consists of general engineering design projects. Funding sources for each project may vary for each project/task order assignment shall comply with the funding agency's requirements. The projects may include water and sewer infrastructure design and rehabilitation improvements, storm drain improvements; sidewalks, bike paths, curb and gutter replacement; slurry seal of residential streets; repair and overlay of asphalt concrete and/or PCC streets; signing, striping, neighborhood traffic studies, traffic signal modifications; landscaping and irrigation systems; park and recreational design., grant application writing, and other related projects as required. On occasion, environmental and planning support services may also be requested. The City may need consultant services for mapping and legal description preparation, construction management, staking and inspection. Occasionally the City may also need geotechnical, electrical, mechanical, structural, and other specific infrastructure related services.

The consultant shall be able to assist the City through this contract to provide the necessary services. The consultant shall utilize in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultant shall require 11 sub-consultant, the prime consultant shall serve as an administrative liaison between the City and the sub-consultant.

Prime consultant mark-ups for sub-consultant work will not be allowed.

All proposals, plans, drawings, specifications, estimates, grant applications, and/or studies will be subject to the final approval and satisfaction of the City of Santa Ana.

## **Scope of Services**

The work consists of general engineering design and cost estimating for civil works projects, City facilities, Parks and other related projects as required.

The work in general, consists of work in the following areas and not limited to:

- Civil Design
- Transportation/Traffic
- Structural
- Geotechnical
- Land Surveying
- Architectural
- Landscape Architectural and Irrigation
- Environmental
- Electrical
- Mechanical
- Instrumentation and Control Systems
- Fire Protection
- Land Surveying
- Financial and Economic Consulting Engineering Consulting Engineering

In addition to general engineering design projects Consultants may be asked to perform the following tasks:

- Hydraulic modeling of the water distribution, storm water, and sewer collection systems
- Evaluations, studies and recommendations related to water wells, reservoirs, water treatment systems, disinfection systems, pressure control systems, and sewage lift stations,
- Electrical and industrial control systems evaluations, studies, drawings, documentation and recommendations
- Mapping Services
- Legal Description Preparations
- Grant Writing- Services
- Environmental/Planning Support
- Construction Management Support
- Pavement Management
- Special Engineering Studies/Reports/Compliance and Investigations
- Regulatory Compliance with Federal and State and Local Agencies
- Financial/cash flow analysis public works programs
- Assessment and District Formation Services
- Sustainable Infrastructure Services
- Right of Way Studies

If there are any exceptions to the core of requested services, proposers shall list said exceptions in their proposal (matrix form).

For specialized work for which the prime consultant shall require a sub-consultant, the prime consultant shall serve as an administrative liaison between the City and the sub-consultant.

The selected consultants must have the expertise, experience, and demonstrated resources available to perform the work described in this RFP.

#### General Requirements and Project Deliverable

The Consultant's services for plans specifications and estimating (PS&E) for engineering project preparation and special studies/investigations shall include and in be in conformance with the latest editions of the following: Title 24 of the California Code of Regulations (California Building Standards Code). American Water Works Association, California Department of Transportation, the Americans with Disabilities Act, the City of Santa Ana Municipal Code (SAMC), professional Standards established by the City, and or federal, state and local guidelines established in the project.

As part of the preparation of the PS&E, the consultant shall prepare the special provisions pertaining to the items of work included in the plans that are not addressed on the latest editions of the applicable standards.

The Consultant shall have complete responsibility for the accuracy and completeness of all documents and plans prepared. The plans will be reviewed by the City of Santa Ana for conformity with the requirements of the Agreement. Reviews by the City of Santa Ana do NOT include detailed review or checking of design or the accuracy with which such designs are depicted in the documents and the plans. The documents and plans furnished under the Agreement shall be of a quality acceptable to the City of Santa Ana. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified.

The Consultant shall have project management control procedures in effect during the entire time work is being performed under the Agreement. This task shall include the following:

- Project Management Plan- the consultant shall provide a detail management plan including information and coordination with other agencies to ensure compliance and completion of the (PS&E) packages. This plan shall include all milestones and task breakdown for each of the tasks and subtasks included therein. The project management shall be submitted to the Project Manager for review and within 15 calendar days of the issued Notice to Proceed
- Deliverables
- Quality Control/Quality Assurance (QA/QC) Plan
- Project Schedule/Invoicing
- Project Correspondence

In case of conflict, ambiguities, discrepancies, errors, or omissions, the consultant shall submit the matter to the City for clarification.

The Consultant shall perform engineering design services resulting in contract documents (plans, specifications and cost estimates "PS&E") for various projects on an as needed basis. However, work tasks may include studies or a variety of engineering tasks. If requested by the City, the Consultant shall provide a Work Plan, which includes a detailed schedule of the assigned project prior to the issuance of Notice to Proceed and/or Task Order. Specific Task Orders with Notices to Proceed ("NTPs") will be provided for project(s) at the discretion of the City. Work required per Task Order shall comply with the Scope of Services and additional provisions in each Task Order and this agreement.

The following services/items shall include, but are not be limited to:

1. Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions.
2. Conduct an environmental assessment for each project and prepare all documentation required to comply with California Environmental Quality Act (CEQA), and or National Environmental Protection Act (NEPA). (If required)
3. Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in Microstation V8i Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 88 and the vertical datum shall be NAVD 88. All survey field notes shall be on forms provided by the City, shall be neatly completed in pencil, and shall become property of the City upon completion of the project. Informal field investigations including marking of removal areas may be required for some of the sidewalk, curb and gutter, and pavement replacement projects.
4. Complete the design of projects including plans, specifications, and engineer's construction cost estimate. The Consultant shall contact manufacturers and/or contractors to verify the engineer's estimate prior to submitting to the City. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to the Consultant.
5. If requested, all preliminary and bid sets of plans shall be plotted on bond or velum paper using Microstation V8i CADD software program. All drawings shall be completed per the City of Santa Ana CADD Standards and any special provisions thereof. For interim submittals, the City may opt to receive only PDF versions of the plans for reviewing purposes. If so, the Consultant team will provided plans and/or specifications accordingly.
6. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer responsible/in-charge of the project.
7. If a part of the on-call project scope, the Consultant shall provide support services during the bidding and construction phases of the project, including, but not limited to:
  - a. Respond to bidder inquiries during the bidding process, including preparation of any addenda. Following award of the construction contract, the Consultant shall attend the pre-construction meeting.
  - b. Review and approve all submittals and shop plan drawings required supporting the

construction contract. The Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.

- c. Respond to written Requests for Information (RFI) to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.
  - d. Provide periodic field reviews and bring to the attention of the City of Santa Ana any defects or deficiencies in the work by the construction contractor which the Consultant may observe. The Consultant shall have no authority to issue instruction on behalf of the City of Santa Ana, or to deputize another to do so.
8. If included in the on-call project scope, upon completion of construction, the Consultant shall prepare as-built plans and submit them to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of as-built plans shall be submitted to the City with an electronic copy (in Microstation V8i CADD and pdf formats) of the final as-built drawings via CD or e-mail.
9. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants. Incomplete (not meeting targeted completion) or poor quality work will not be accepted. The Consultant shall revise the documents within a revised schedule set by the City, which may require overtime. No additional compensation necessary for the consultant to complete this work to the satisfaction of the City shall be approved by the City for the required revisions. It is the responsibility of the Consultant to produce a professional-level quality of work product.
10. If included in the on call project scope, attend meetings with the City staff as required.
11. If included in the on-call project scope, the Consultant shall coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. At the direction of the City, the Consultant shall be the liaison with affected agencies.
12. If included in the on-call project scope, the Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.

All information regarding the plans and specifications and or documentation related to the project and approved by the City, will then become property of the City.

A more detailed scope of work will be provided when/if a specific project or Task Order proposal is requested of a consultant. All task orders shall include the staff title, hours, hourly rate and totals as related to the project.



### Construction Plans. Standard Specifications and Estimate (PS&E)

Preliminary Design· Attend project scope meeting with City Staff to review project details. Consultant shall field review, inspect and conduct all necessary surveys to prepare a Preliminary Design Report (PDR) or alternatives, preliminary cost estimate and preferred alternative as requested by the project manager.

A (PS&E) package shall be submitted to review at 30% design for independent City review.

A (PS&E) package shall be submitted to review at 60% design for independent City review.

A (PS&E) package shall be submitted to review at for 100% FINAL independent design review.

The City will review and comment on the PS&E packages with a turnaround goal of (2) weeks. One (1) copy of the documents with comments will be returned to the consultant. Unless, several agencies are involved in the review process multiple documents with comments will be provided to the consultant.

After the final design comments have been incorporated the consultant shall provide the City with final (PS&E) package ready for bid. See Section - General Requirements and Project Deliverables Section.

### **Project Schedule and Progress:**

Progress review meetings shall be held at intervals deemed appropriate by the City. The Consultant shall furnish two copies of all completed work or partially completed update/status since the last progress review meeting. Progress reports shall be submitted monthly in electronic format indicating achievements and project schedule progress.

### **City Responsibilities:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

### **Fee Proposal:**

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

The fee proposal shall include the firm's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this this documents. A list of all positions and hourly rates required to perform the services described herein. A more detailed scope of work will be provided when/if a specific project or Task Order proposal is requested of a consultant.

**Other Terms and Conditions:**

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements.
2. The City regards the inclusion of California based designs, engineering, and construction professionals, facilities, and services as part of the Team to be highly desirable, but not mandatory.
3. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
4. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential financial Capacity information and sealed fee proposals which will be returned to all proposers after award of contract to the selected Team.
5. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
6. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City. During the RFP stage, all firms will need to complete a "Certification of Non-Discrimination by Contractors "for each firm on their team.

**EXHIBIT B**

**COMPENSATION**

Consultant's Fee Proposal



J. SMITH  
&  
T. MULI

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## STANDARD SCHEDULE OF CHARGES

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### ENGINEERING SERVICES

Principal Engineer .....	\$175.00/hr
Engineering Technician.....	\$175.00/hr
Data Analyst.....	\$175.00/hr
Technical Editor.....	\$175.00/hr

### PROJECT MANAGEMENT SERVICES

Senior Project Manager .....	\$175.00/hr
Lake Manager.....	\$175.00/hr
Project Assistant.....	\$175.00/hr

### CONSTRUCTION MANAGEMENT SERVICES

Principal Construction Manager .....	\$175.00/hr
Resident Engineer.....	\$175.00/hr

### TECHNICAL SUPPORT SERVICES

#### *Drafting/CADD Services*

Senior Designer.....	\$175.00/hr
CAD Technician.....	\$175.00/hr

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**Forensic Engineering / Expert Witness** – Court appearances, depositions, and interrogatories as expert witness will be billed at 4 times normal rates.

**Emergency and Holidays** – Minimum charge of four (4) hours will be billed at 1.5 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions, and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current Caltrans mileage reimbursement rates. Per diem where overnight stay is involved is charged at cost

**Invoices, Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. ~~Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.~~

**Annual Increases** – Unless identified otherwise, these standard rates will increase 3% annually.