



Finance Committee

Tuesday, October 26, 2021

8:30 a.m.

Executive Conference Room
Brea Civic & Cultural Center
1 Civic Center Circle, Brea, California 92821

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Pro Tem Cecilia Hupp

The Finance Committee meeting will be held on October 26, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, October 25, 2021. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Administrative Services Department located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **October 12, 2021 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

10-12-2021 Draft FC Minutes

DISCUSSION

3. **Resolution to Certify Funding and Affirm Commitment to Implement Projects in FY 2022-23 - FY 2027-28 OCTA Federal Transportation Improvement Program - Adopt Resolution Certifying Resources and Affirming Commitment to 2023 Federal Transportation Improvement Program (FTIP).**

Attachments

Resolution

4. **Approve Plans and Specifications for Skate Park Upgrades, CIP No. 7914** - Approve plans and specifications.
5. **Professional Services Agreement with Michael Baker International to Conduct California Environmental Quality Act Review and Prepare Environmental Assessment for General Plan Amendments and Zone Changes in Housing Element** - Proceed to City Council for approval of Professional Services Agreement with Michael Baker International to conduct California Environmental Quality Act ("CEQA") consulting services in the amount not-to-exceed \$65,795.00. Authorize City Manager to execute the Professional Services Agreement.

Attachments

- A. A. Request for Proposal Solicitation
- B. Draft Professional Services Agreement

6. **Schedule Next Meeting: November 9, 2021**

cc: Mayor Steven Vargas and Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 10/26/2021
SUBJECT: October 12, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

10-12-2021 Draft FC Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, October 12, 2021

8:30 AM

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chris Emeterio, Tony Olmos, Cindy Russell, Michael Ho, Jason Killebrew, Faith Madrazo, Alicia Brenner and Marie Dao

1. **Matters from the Audience** – *None.*

CONSENT

2. **September 14, 2021 Finance Committee Regular Meeting Minutes** – *Approved.*

DISCUSSION

3. **Award South Brea Water & Sewer Improvements, CIP Projects Nos. 7454, 7466 and 7626** – *Recommended for City Council approval.*
4. **Acceptance and Appropriation of Funds for Lagos De Moreno Park Upgrades, CIP Project No. 7929** – *Committee discussed item and directed staff to clarify language in the staff report that any reimbursement amount identified by the Parks, Recreation & Human Services Committee for the use of Park Development Funds (Fund 250) be reimbursed to the Capital & Mitigation Improvement Fund (Fund 560).*
5. **Acceptance of Moorpark Water Main Replacement, CIP Project No. 7430** – *Recommended for City Council approval.*
6. **Acceptance of Brea Water Main Replacement North Hills West and East Tracts, Project Nos. 7459 and 7460** – *Recommended for City Council approval.*
7. **Consider of Lease Agreement for Remote Learning for Brea Olinda Unified School District at the Civic & Cultural Center** – *Recommended for City Council approval.*
8. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2020-21** – *Recommended for City Council approval.*
9. **Schedule Next Meeting:** Tuesday, October 26, 2021

Meeting adjourned: 8:32 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 10/26/2021

SUBJECT: Resolution to Certify Funding and Affirm Commitment to Implement Projects in
FY 2022-23 - FY2027-28 OCTA Federal Transportation Improvement Program

RECOMMENDATION

Adopt Resolution Certifying Resources and Affirming Commitment to 2023 Federal Transportation Improvement Program (FTIP).

BACKGROUND/DISCUSSION

The Federal Transportation Improvement Program (FTIP) is a short-range program that implements the long-range Regional Transportation Plan (RTP) to improve mobility and air quality. The FTIP is comprised of projects of regional significance that are currently funded with State or Federal funding or are anticipated to receive state or federal funding in the near future. Regionally significant projects are those that would have significant impacts on regional travel, emissions, and air quality within the Southern California Association of Government (SCAG) region. Development and adoption of the FTIP is required in order to receive State and Federal funding. Federal law requires that the FTIP program be updated at least every two years and be financially constrained.

The Orange County Transportation Authority (OCTA) administers the FTIP program for Orange County cities. The base FTIP is updated every two years, which was last updated in December 2020 for the 2021 FTIP. As required by the Federal Highway Administration (FHWA), the FTIP must be a financially constrained program, which means project allocations cannot exceed available funds. To help ensure compliance with the requirements of the FTIP program, particularly related to funding constraints, there is a requirement for agencies that have projects in the FTIP to adopt a Resolution certifying that projects requested for inclusion in the program (FY 2022-23 through FY 2027-28) are financially constrained and that agencies are committed to delivering them. See attached Resolution.

The City of Brea currently has one project in the FTIP, which is the Western Extension to The Tracks at Brea Trail (CIP 7946). This is the final segment connecting the existing trail near Brea Creek Channel to the western City limit. On December 4, 2018, City Council approved submittal of a grant application for this project, which was subsequently approved by the OCTA Board. The scope of the project is to construct a dual tread trail consisting of a ten (10) foot asphalt bike path and a five (5) foot decomposed granite walking/jogging surface. In order to construct these improvements, a fifteen (15) foot wide easement from Union Pacific is needed. Constructing these improvements not only completes the final connection to The Tracks at Brea, but will also fill the gap in the countywide 66-mile OC Loop bicycle trail. Since

the grant funding is supported by federal funds, the project is included in the FTIP and requires the City to adopt the attached resolution.

SUMMARY/FISCAL IMPACT

To ensure compliance with the requirements of the FTIP Program, the City is required to adopt a Resolution certifying that projects requested for inclusion in the Program (FY 2022-23 through FY 2027-28) are financially constrained and that the City is committed to deliver these projects. Therefore, staff recommends that City Council adopt the aforementioned Resolution, which affirms the City's commitment to the projects, funding and delivery as submitted in the 2023 Federal Transportation Improvement Program. This action has no fiscal impact to the City's General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan Chapman, Principal Engineer

Concurrence: Michael Ho, Deputy Public Works Director/City Engineer

Attachments

Resolution

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA WHICH CERTIFIES THAT THE CITY OF BREA HAS THE RESOURCES TO FUND THE PROJECTS IN THE FY 2022/23 – 2027/28 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECT IN THE PROGRAM

A. RECITALS:

(i) The City of Brea (City) is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

(ii) The City of Brea City Council has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and

(iii) The City is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America; and

(iv) The City agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner or to assist with finding a substitute project.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED that the City Council of the City of Brea does hereby affirm the City's commitment to the projects submitted in the 2023 Federal Transportation Improvement Program.

PASSED, APPROVED AND ADOPTED this 2nd day of November 2021.

Steven Vargas, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 2nd day of November 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 10/26/2021

SUBJECT: Approve Plans and Specifications for Skate Park Upgrades, CIP No. 7914

RECOMMENDATION

Approve Plans and specifications.

BACKGROUND/DISCUSSION

In the fall of 2015 a Request for Proposal (RFP) was issued for design consultants to provide outreach, a concept plan and construction documents for skate park upgrades. Stantec Consulting Services, Inc. was awarded the contract in late 2015. Two outreach meetings were held that included the neighborhood, skaters, and members of the Parks Recreation and Human Services Commission. Additionally, an internal working group of stakeholders from Community Services, Communications and Marketing, the Police Department and Public Works added feedback on the project. A concept plan was developed from the outreach meetings and internal working group that incorporated all the suggestions. Construction documents were initiated.

During the final design, site conditions required changes such as additional geotechnical work, survey, structural engineering for the pool at the south end of the park, and electrical for the sump pump and security cameras. More specifically, the plans now include replacement of 20-year-old concrete ramps; a new manhole with sump pump for the pool; enlarged retaining walls at the south end to accommodate the enlarging and deepening of the pool; reconstruction of slope to the east to gain efficiencies during construction; addition of ADA ramp at the south-west corner by the pool; addition of security cameras; replacement of deteriorating retaining walls at the toe of the east slope; and replacement of skatepark elements that were to remain but now make sense to reconstruct to avoid having old elements trying to blend in with new. All these changes came to light during final design and a decision was made to incorporate into the construction documents in order to deliver a quality project. These changes are consistent with the scope of work that was approved as part of the original CIP project. Plans and specifications have been completed and are available for review in the City Clerk's office and are currently posted on CIPLIST.com for bidding.

The additions and changes above have had a significant impact on the original budget compounded with the current construction climate and supply chain issues. Staff is seeing pre pandemic cost estimates exceed 30% increases in current bids. Current cost estimates project a shortfall in the range of \$700,000-\$900,000. The actual shortfall will be determined after bids are opened on November 18, 2021. Staff will then recommend an award of

contract in December 2021 along with a request for an appropriation to cover the shortfall.

SUMMARY/FISCAL IMPACT

Staff is recommending approval of the plans and specifications for Skate Park Upgrades, CIP 7914 which is currently out to bid. There is a projected shortfall in the range of \$700,000 to \$900,000. Possible funding sources are being evaluated and specific funding source(s) will be proposed to City Council at the award of construction contract.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 10/26/2021

SUBJECT: Professional Services Agreement with Michael Baker International to Conduct California Environmental Quality Act Review and Prepare Environmental Assessment for General Plan Amendments and Zone Changes for Development Sites in Housing Element

RECOMMENDATION

Proceed to City Council for approval of Professional Services Agreement with Michael Baker International to conduct California Environmental Quality Act ("CEQA") consulting services in the amount not-to-exceed \$65,795.00. Authorize City Manager to execute the Professional Services Agreement.

BACKGROUND/DISCUSSION

On September 21, 2021, the City Council adopted General Plan Amendment No. 2021-01 for the update of the 6th Cycle General Plan Housing Element (2021-2029). The adoption of General Plan Amendment No. 2021-01 resulted in the requirement for the City to initiate General Plan Amendments/Zone Changes to accommodate the Regional Housing Needs Assessment (RHNA) as it relates to the opportunity sites identified in the Housing Element. The RHNA is mandated by State Housing Law and quantifies the need for housing within each jurisdiction during specified planning periods. The General Plan Amendments/Zone Changes would require an environmental analysis under CEQA.

On August 19, 2021, City staff posted a solicitation notification of the City's Purchasing webpage and sent a solicitation notification email to pre-qualified firms who might be interested in submitting a proposal. A total of three (3) proposals were submitted for the scope of services outlined in the request for proposals. Upon review of the proposals, staff selected Michael Baker International.

At this time, staff is seeking Council approval of a Professional Services Agreement with Michael Baker International to conduct CEQA consulting services in the amount not-to-exceed \$65,795.00 and authorize the City Manager to execute the Professional Services Agreement.

SUMMARY/FISCAL IMPACT

The Finance Committee is requested to recommend the Professional Services Agreement with Michael Baker International proceed to City Council for approval and authorize the City Manager to execute the Professional Services Agreement.

On July 13, 2021, the Finance Committee recommended that City Council appropriate funds for the General Plan Amendments/Zone Changes from the General Plan Maintenance Fund (Fund 120). Subsequently, on July 20, 2021, City Council approved the appropriation request. This Professional Services Agreement would be funded by General Plan Maintenance Fund (Fund 120), thus creates no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jose Barriga, Associate Planner

Concurrence: Jason Killebrew, City Planner

Attachments

A. A. Request for Proposal Solicitation

B. Draft Professional Services Agreement



**Request for Proposals
RFP No. 2021.08.19.001-CD-PLN
California Environmental Quality Act (CEQA) Review for
Housing Element General Plan Amendments/Zone Changes**

REQUEST FOR PROPOSALS # 2021.08.19.001-CD-PLN
CEQA Review for Housing Element General Plan Amendments/Zone Changes

Part I - Solicitation Section

REQUEST FOR PROPOSALS # 2021.08.19.001-CD-PLN
CEQA Review for Housing Element General Plan Amendments/Zone Changes

1. Overview.

A. The City of Brea ("City") is requesting proposals from pre-qualified firms as of August 13, 2021 to conduct a California Environmental Quality Act ("CEQA") review and prepare an environmental assessment for General Plan land use designation amendments and zone changes associated with three Focused Development Sites as listed in the 2021-2029 Housing Element ("Project") as further set forth in the Scope of Services Section below.

2. Solicitation Method.

To obtain Solicitation documents, submit questions, receive answers, and submit a proposal, send an email to:

Jose Barriga, Associate Planner, at joseb@cityofbrea.net.

3. Pre-Qualification Required

Only proposals from consultants who were pre-qualified as of August 13, 2021 will be considered for this Solicitation. To obtain information on how to pre-qualify for the next opportunity, send an email to:

Jose Barriga, Associate Planner, at joseb@cityofbrea.net.

4. Questions and Answers.

A. **Questions.** Any person contemplating submitting a proposal who is in doubt as to the true meaning of, finds any discrepancies or omissions of, or is taking any exceptions to any part of this Request for Proposals, the Forms, the Project Information, the Scope of Services, the sample Professional Services Agreement ("Agreement"), or any of the terms and conditions included therein (collectively, "Solicitation"), must submit questions **to Jose Barriga** by the Question Deadline set forth in Timelines below or as modified by any subsequent addendum. Questions not received by the Question Deadline will not be considered as such questions are non-responsive to the Solicitation requirements.

B. **Answers.** The City will issue addenda to answer questions received by the Question Deadline and provide clarifications and modifications to the Solicitation, when deemed to be sufficiently important to obtain fully responsive proposals. Proposers must acknowledge receipt of all City-issued addenda. Only the City's written addenda can modify the Solicitation requirements. Such changes take precedence over the original Solicitation and any preceding addendums. Any other form of communications shall have no force or effect with respect to this Solicitation.

5. Timelines.

* = tentative; ** = at the City's option; all times are 5:00 pm local time unless stated otherwise.

08/19/2021 Release of Request for Proposals

08/26/2021 Question Deadline

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CEQA Review for Housing Element General Plan Amendments/Zone Changes

08/30/2021 Question Response Deadline

09/02/2021 Proposal Due Date

09/10/2021 Final Selection

09/21/2021 Execute Agreement*

6. Pricing.

A. **Preparation Expense.** Proposers prepare and submit proposals at their sole expense.

B. **Patents, Royalties, and License Fees.** Proposer must include all applicable patent, copyright, or other intellectual property, royalties, and license fees in the proposal. The Consultant shall indemnify, defend, and hold the City, its elected officials, officers, and employees harmless with respect to any and all claims and liabilities for infringement, including attorney's fees and costs.

C. **Fees.** Proposal must include all governmental mandated fees, surcharges, and taxable taxes, and the like.

D. **Taxes.** Proposal must include all applicable sales tax for lump sum items and subtotal sales tax for individual items, unless otherwise specified in this Solicitation. City pays applicable State sales or use tax at the Orange County rate in effect at the time of purchase, and will include sales tax on the Purchase Order. City is exempt from Federal Excise tax.

E. **Insurance Costs.** Proposal must include all costs for required insurance in Section 8 of the attached Agreement.

F. **All-Inclusive Costs.** Proposal must include all costs listed above, and any and all other costs and expenses necessary to satisfactorily complete the services including, but not limited to, costs and expenses related to project management, labor; prep work, engineering, transportation, taxes and fees applicable to the Consultant, license fees, and permit fees. Except as expressly provided herein, there are no fees or costs reimbursable to the Consultant.

7. Offer Submission Requirements.

A. **General.**

i. **Submission.** Submit the proposal as indicated in Section 2 of this Solicitation. Other forms or methods of submission will not be considered by the City. All submissions must follow the outline as specified below. Deviations from this Solicitation may cause the proposal to be deemed non-responsive.

ii. **Organization.** Organize the proposal in the order shown below, separate each section with a section page and title, number each section beginning with one.

iii. **Sections Division and Purpose.** The Qualifications and Forms sections will be used to determine if your company is qualified and responsive, while the Technical and Costs sections will be used to determine how well your company meets the requirements of this

REQUEST FOR PROPOSALS # 2021.08.19.001-CD-PLN
CEQA Review for Housing Element General Plan Amendments/Zone Changes

Solicitation and if the proposed costs are fair and reasonable. The Technical and Costs sections of the proposal will be attached as Attachment 1 to Exhibit A to the Agreement.

iv. **Additional Material.** Do not include any promotional material or any material that is not directly relevant to the objectives of this Solicitation. Any additional information included that is not specifically requested should be included as an appendix to the proposal.

v. **Signatures.** Proposer must sign all forms wherein signatures are required. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

B. Introduction Section.

i. **Title Page.** Provide a title page showing the proposal subject; Proposer's name; address, and the date of the Offer.

ii. **Table of Contents.** Provide a table of contents detailing the various sections and page numbers of the information contained in the proposal.

iii. **Letter of Transmittal.** Provide a letter of transmittal signed by an individual authorized to bind Proposer, briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why Proposer believes itself to be best qualified to complete the services and a statement that the proposal is firm and irrevocable for **120 days** from the proposal submittal deadline.

C. Qualifications Section.

i. **Background.** Provide Proposer's name, contacts, and history performing similar kinds of work for the previous **five** years under Proposer's current business name. Provide the company's full legal name, address, phone, fax, email, website; prior company names (if any) and years in business; mergers, buyouts; legal status of the business (e.g., corporation, limited liability company, or sole proprietorship.) and organizational chart; names and titles of the principal owner(s); person(s) authorized to legally bind the company; description of any contracts terminated for cause, and any pending litigation involving the company; and special industry recognition or awards.

ii. **Experience.** Provide a summary of experience with similar kinds of work; familiarity with state and federal procedures; and experience working with public agencies. Provide current business references for whom Proposer has provided similar services, and a very brief description of the provided services.

iii. **Qualifications.** Provide a summary of financial responsibility sufficient to satisfactorily complete the services within the required timeframe; demonstrated technical ability; capability of developing innovative or advanced techniques; special qualifications, training, and credentials of staff for work to be done, including their names, titles, roles, qualifications, experience, and length of service, and the designated project manager assigned to the services.

iv. **Understanding.** Provide Proposer's understanding of the work to be done based on this Solicitation. Include any issues that Proposer believes will require special

REQUEST FOR PROPOSALS # 2021.08.19.001-CD-PLN
CEQA Review for Housing Element General Plan Amendments/Zone Changes

consideration for the Project as well as identify any unique approaches or strengths Proposer may have.

D. Technical Section.

i. **Approach.** Provide a detailed discussion and proposed methodologies, of Proposer's approach to the successful completion of the services. Include thorough discussions of methodologies Proposer believes are essential to accomplishing each task. Include a proposed work schedule to accomplish all of the required tasks and identify the team member responsible for each.

ii. **Proposed Schedule.** Provide a detailed recommended schedule of activities, milestones, and deliverables based on the Meeting and Presentation Requirements and the Tentative Schedule provided in the Scope of Services.

E. Cost Section.

i. **Fee Schedule.** Proposers must prepare a Fee Schedule with the proposed budget for the services.

F. Forms Section. Please submit completed forms with the proposal.

References Form

Subcontractors List-Standard Form

Statement of Compliance or Exceptions Form

Status of Past and Present Contracts Form

Insurance Commitment Form

Firm Offer Form

Proposer Qualifications Response Form (if included)

Price Form

G. **Withdrawal and Validity.** Proposals may be withdrawn before the submittal deadline; proposals not so withdrawn are binding for **120 days** after the due date.

8. Results.

A. **Opening Proposals.** Proposals are electronically sealed until the submittal deadline and thereafter will be electronically unsealed to begin the review and evaluation process as set forth in the Evaluation, Award, Contract, Notice to Proceed Section below.

B. **Results Posted.** Proposals received by the submittal deadline will be posted at www.CityofBrea.net/Purchasing promptly after a determination to recommend a contract award has been made, this procurement is terminated, or all proposals are rejected. Proposal results are subject to change based on verification of information submitted. Visit that webpage, click

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CEQA Review for Housing Element General Plan Amendments/Zone Changes

on Requests for Bids, Proposals, and Quotes, scroll to the desired Solicitation. The City will not provide results by any other means.

9. Evaluation.

A. **Mandatory Requirements.** Proposals must meet all of the following mandatory requirements: a. proposal must be received by the submittal deadline, in the manner described, and at the location required; b. proposal must include all required documents and information; c. proposal must be signed by person(s) who authorized to submit the proposal on behalf of and to bind the principals; d. Proposer is not suspended or debarred (www.sam.gov); e. proposal must not modify any terms and conditions of the Solicitation, Forms, Scope of Services, or the Agreement (utilize Standard Form C - Statement of Compliance or Exceptions Form for any exceptions and submit before question deadline for the City's consideration).

B. **Non-Responsive Proposals.** Proposals that do not meet the mandatory requirements are non-responsive. Proposals that have excessive or inadequate price relative to the Scope of Services and Specifications Requirements may be deemed non-responsive. Non-responsive proposals will not be considered for further evaluations or award.

C. **Informalities.** The City may waive any informalities and/or irregularities in any proposal or in complying with this Solicitation, if deemed to be in the City's best interest.

D. **Responsive Proposals.** Proposals that conform in all material respects to the Solicitation and are eligible for further evaluation and consideration.

E. **Evaluation Criteria.** Responsive proposals will be evaluated and scored based on the Proposer's understanding of work to be done, knowledge, experience with similar kinds of work, quality of staff for work to be done, capability of developing innovative or advanced techniques, familiarity with state and federal procedures, financial responsibility, technical abilities, proposed approach, and ability to perform the services; any clarifications, presentations, interviews; other available information; acceptance of the Agreement; any required best and final offer (BAFO) responses. **Local Vendor Preference is not applicable for this Agreement.**

F. **Scoring.**

i. Scoring will be based on **Best Value Basis for Award. Evaluation Criteria and the price of the Proposers will be factored together into the scoring.**

ii. **The highest-ranked responsive and responsible Proposer who represents the best value to the City will be considered for award.** Proposers will be ranked as follows.

Score	Description
90-100	Excellent: Strong in all areas with no apparent weaknesses.
80-89	Very Good: Strong in most areas with minor weaknesses.
70-79	Good: Strong in some areas with some weaknesses.

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0-69	<i>Inadequate:</i> Lacks strength in many areas with significant weaknesses.
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10. Award, Reject, Rescind.

As may be in the City's best interest, based on the criteria herein, the City may (i) accept any proposal; (ii) reject any or all proposals; (iii) negotiate with the highest scoring Proposer(s); (iv) rescind any Intent to Award a contract. Any City rejections or rescindments are without any cost or obligation to the City.

11. Negotiation; Agreement.

The City reserves the right to negotiate the final Scope of Work and/or price with the top scoring Proposer. If negotiations do not result in an agreement within a time satisfactory to the City, then the City may negotiate with the next highest scoring Proposer. If a contract is awarded, the City intends to enter the Agreement included in this Solicitation with the Proposer providing the best value to the City, provided the Proposer has satisfied all post-award requirements (provided insurance, references verified, etc.). No revision to the Agreement will be accepted after the Question Deadline.

12. Notice to Proceed.

Unless the City issues a written notice to proceed to the Consultant to commence performance of the services described in the Scope of Services and Specification Section below, within five business days of the effective date of the Agreement, the Purchase Order will be deemed to serve as the de facto notice to proceed unless otherwise stipulated in the Purchase Order.

End of this Section

Part II - Forms Section

REQUEST FOR PROPOSALS # 2021.08.19.001-CD-PLN
CEQA Review for Housing Element General Plan Amendments/Zone Changes

Standard Form A
References Form

(Offeror's Company Name)

Provide current business references for whom your company has provided similar services.
Provide very brief description of the Project services your company provided to the reference.
Any unsatisfactory references or past unsatisfactory work performance with City may result in Proposer being deemed non-responsive and/or non-responsible, and may eliminate Proposer from further consideration (Brea Municipal Codes 3.24.020)

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
2. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
3. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
4. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		

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Standard Form B
Subcontractors List-Standard Form

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
2. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
3. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		

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Standard Form C
Statement of Compliance or Exceptions Form

Each proposal must be accompanied by this form. Failure to provide this form will cause the proposal to be deemed non-responsive and that proposal will not be considered for further evaluation.

(Offeror's Company Name)

Select one:

☐ **No Exceptions**

By checking the above box, Proposer declares its proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

☐ **With Exceptions**

By checking the above box, Proposer declares its proposal was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Proposer must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
-------------------	--------------------------------	-----------------------------	----------------

Proposer acknowledges that City may accept or reject any or all of Proposer's listed exceptions or reject the Proposer's entire proposal that contains any exceptions.

Signature: _____

Name/Title _____

Date: _____

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Standard Form D
Status of Past and Present Contracts Form

Each proposal must be accompanied by this form. Failure to provide this form will cause the proposal to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

☐ **No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Proposer declares that Proposer has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Proposer declares that Proposer has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Proposer must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

Proposer acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any proposals wherein Proposer has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title _____

Date: _____

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Standard Form E
Insurance Commitment Form

Each proposal must be accompanied by this form. Failure to provide this form will cause the proposal to be deemed non-responsive and that proposal will not be considered for further evaluation.

(Offeror's Company Name)

Proposer acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of Proposer's insurance documents does not and shall not be construed to relieve Proposer of any obligations, responsibilities or liabilities under any resultant Contract.

Proposer's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Proposer's default.

Proposer, at Proposer's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the contract term insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title _____

Date: _____

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Standard Form F
Proposer Qualifications Response Form

| |

(Offeror's Company Name)

Proposers must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
| |
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
| |
- D. Names and titles of the principal owner(s).
| |
- E. Person(s) authorized to make commitments for your company.
| |
- F. Special recognition or awards.
| |

2. Experience.

Provide the following information relative to required services:

- A. Summary of Experience with similar kinds of work.
| |
- B. Familiarity with state and federal procedures.
| |

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- C. Experience working with public agencies.

[]

- D. Narrative of the working relationship with current business references for information not already included in the References Form.

[]

3. Qualifications.

Provide the following information relative to required services:

- A. Financial responsibility.

[]

- B. Demonstrated Technical Ability.

[]

- C. Capability of developing innovative or advanced techniques.

[]

- D. Special qualifications, training, credentials.

[]

- E. Staff names, titles, role, qualifications, and experience assigned to this Project.

[]

- F. Designated project manager assigned to this Project.

[]

4. Understanding.

Provide the following information relative to required services:

- A. Understanding of the work to be done based on this Solicitation.

[]

- B. Include issues that you believe will require special consideration for this Project.

[]

- C. Identify unique approaches or strengths your company has relative to required services.

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| |

5. Approach.

Provide the following information relative to required services:

A. Understanding of the work to be done.

| |

B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

| |

C. Names and titles of key management personnel.

| |

D. Team to be assigned for these services.

| |

Submitted by:

Signature: _____

Name/Title | | _____

Date: | | _____

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Standard Form G
Firm Offer Form

(Offeror's Company Name)

FIRM OFFER made by Proposer to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this proposal on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope of Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the proposal. Further, I understand that no contract exists unless City accepts this proposal by executing the attached Agreement.

Business Name: _____

Business Address: _____

Federal ID#: _____

Business Type
(Consultant enter a
number) _____

1. Individual/Sole Proprietor or Single-Member LLC; 2. C
Corporation;
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability
Co.

By: _____

Name: _____

Title: _____

Email: _____

By: _____

Name
: _____

Title: _____

Email: _____

Date Signed: _____

CORPs: Chairperson, President, Vice
President;
LLCs: Manager

Date Signed: _____

CORPs: Secretary, Assist. Secretary, Chief
Finance Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, for a corporation both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for a limited liability company both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

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Standard Form H
Price Form

| |
(Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Project Total Costs (add above lines)	\$ 0.00

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Part III – Agreement and Scope of Services

Contract # 2021.08.19.001-CD-PLN
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **{AgreementDate}** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **{ConsultantName}** a **{LegalStatus}** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Conduct a California Environmental Quality Act ("CEQA") review and prepare an environmental assessment for general plan amendments and zone changes for three development sites listed in the 2021-2029 Housing Element.**

B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals, and as required by the City's RFP # **2021.08.19.001-CD-PLN** and the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule indicated in the Proposal.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **{Contract Amount}** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Term.

The term of this Agreement shall commence on **{TermStartDate}** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services, whichever occurs first.

4. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall

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PROFESSIONAL SERVICES AGREEMENT

meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four years from the date of final payment by City.

6. Standard of Care.

The Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

- A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.
- B. Consultant shall obtain a City of Brea business license.

8. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

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C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

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PROFESSIONAL SERVICES AGREEMENT

11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

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B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

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PROFESSIONAL SERVICES AGREEMENT

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

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PROFESSIONAL SERVICES AGREEMENT

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input checked="" type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

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iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance

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PROFESSIONAL SERVICES AGREEMENT

required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

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PROFESSIONAL SERVICES AGREEMENT

14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 3 above includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by

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City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

17. Party Representatives.

A. Consultant hereby designates **{ContractorRepName}**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Tracy Steinkruger** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

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18. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
1 Civic Center Circle
Brea, CA 92821

Jason Killebrew
JasonK@cityofbrea
714.990.7674

Consultant
{ContractorFullName}
{ConPMStreetAddress}
{ConPMcity}, {ConPMstate} {ConPMzip}
{ConPMCountry}
{ConPMName}
{ConPMEmail}
{ConPMPhone}

19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

20. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants 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 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. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

26. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and Exhibit A, then provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of the Scope of Services Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services Requirements shall govern.

27. Entire Agreement.

This Agreement (including the attached Exhibit) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

{ConsultantFullName}

By: _____
{ConSigner1Name}
{ConSigner1Title}
{ConSigner1Email}

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____
CORPs: Chairperson, President, Vice
President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, for a corporation both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for a limited liability company both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
William Gallardo, Jr.
City Manager

By: _____
Harris-Neal, Lillian
City Clerk
lillianhn@ci.brea.ca.us

Date Signed: _____

Date Signed: _____

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EXHIBIT A
Scope of Services

1. Scope of Services

A. Consultant shall review and prepare an environmental assessment for General Plan land use designation amendments and zone changes associated with three Focused Development Sites as listed in the 2021-2029 Housing Element ("Project") as further set forth in the Scope of Services Section below.

B. The General Plan amendments and zone changes will involve three Focused Development Sites: # 7, 10, and 13. The purpose of this Project is to allow for greater density residential and/or mixed-use development.

i. Focused Development Site #7 is located on the southwest corner of Brea Boulevard & Cypress Street, and is currently being occupied by a bank and an empty commercial building. The General Plan land use designation for this property will be amended from General Commercial to Mixed-Use I, and the zoning designation will be changed from C-G to MU-I.

ii. Focused Development Site #10 is located on the northwest corner of Brea Boulevard & Fir Street, and is currently occupied by a retail store. The General Plan land use designation for this property will be amended from Mixed-Use III to Mixed-Use I, and the zoning designation will be changed from MU-III to MU-I.

iii. Focused Development Site #13 is located on the northeast corner of Brea Boulevard & Elm Street and is currently occupied by single-family residential units, professional offices, and a fast-food restaurant. The General Plan land use designation for this property will be amended from General Commercial to Mixed-Use III, and the zoning designation will be changed from C-G to MU-III.

C. The services to be performed by the Consultant include the following tasks and deliverables:

i. Completion of a Screencheck Draft and Final Initial Study. The Consultant will be responsible for preparing the Initial Study Checklist in accordance with the City of Brea Environmental Guidelines and Section 15063 of the CEQA Guidelines. Please include an estimated time schedule in your proposal.

ii. Consultant shall be responsible for distribution and mailing of the final environmental document to applicable public agencies and the State Clearinghouse, as necessary.

One (1) electronic copy of the Draft document for posting on the City's website during the public review period, and one (1) electronic copy of the Final Initial Study shall also be provided to the City. Two (2) physical copies of the Environmental Document (Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report) as deemed necessary to satisfy CEQA.

iii. Attendance at Public Meetings. Proposers shall budget for attendance at five meetings with City staff. It is anticipated that the Consultant shall attend one Planning

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Commission study session (on a separate date prior to the public hearings), two Planning Commission public hearings, and two City Council public hearings.

2. Proposed Schedule

*** = tentative; ** = at the City's option; all times are 5:00 pm local time unless stated otherwise.**

09/22/2021 Kick-Off Meeting*

City publishes Notice of Preparation (NOP)

Send out notices to Tribes pursuant to AB52/SB18 for 90-day comment period

10/04/2021 Initial Study Complete*

Screencheck of Draft Initial Study

Preparation of Environmental Document

Consultant to procure necessary memos

10/18/2021 City Staff Review/Screencheck of Environmental Document

Revisions/comments provided to consultation for revision

10/24/2021 City publishes Notice of Intent for 30-day public review/comment period

11/23/2021 Planning Commission Public Hearing*

01/18/2022 City Council Public Hearing*

01/19/2022 If approved, file Environmental Document with County Clerk and OPR (1)

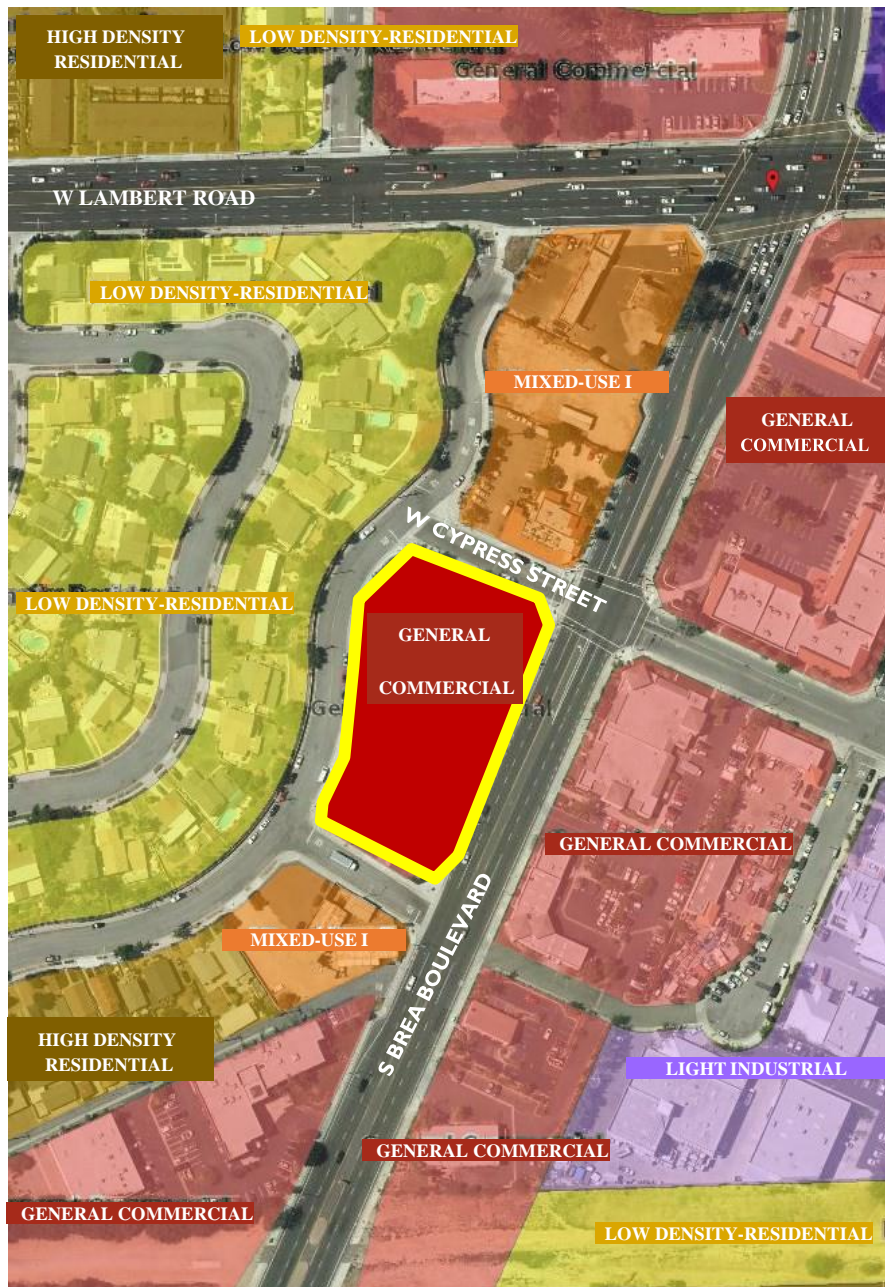
(1) Project Completion Date. Proposers may propose an alternate date for project completion, which will be used in evaluation of the proposals.

3. Figures

The figures below provide visual representation of the three Focused Development Sites reference in the Scope of Services. Each figure is presented on a separate page.

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Figure 1 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Existing General Plan Land Use Designation



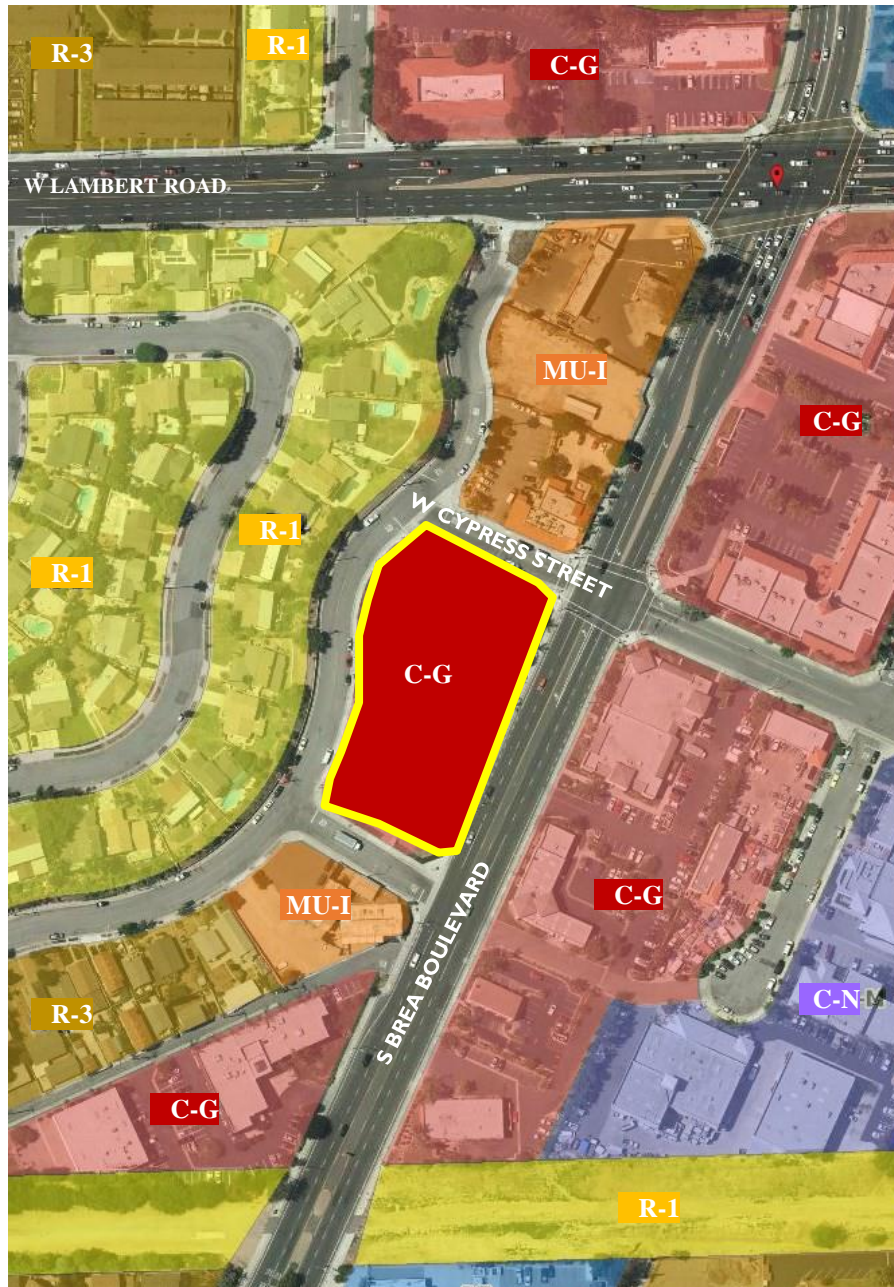
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Figure 2 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Proposed General Plan Land Use Designation



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Figure 3 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Existing Zoning



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Figure 4 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Proposed Zoning



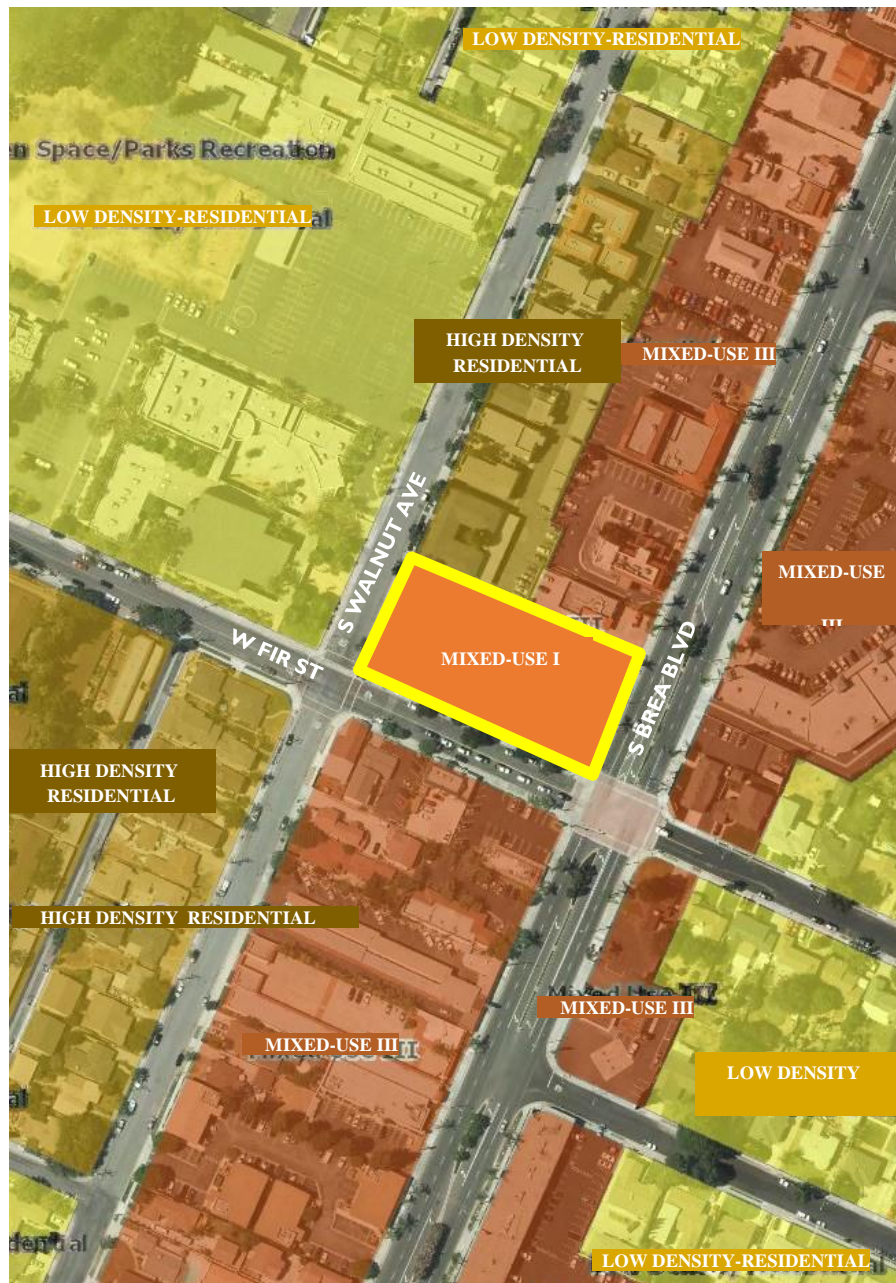
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Figure 5 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Existing
General Plan Land Use Designation



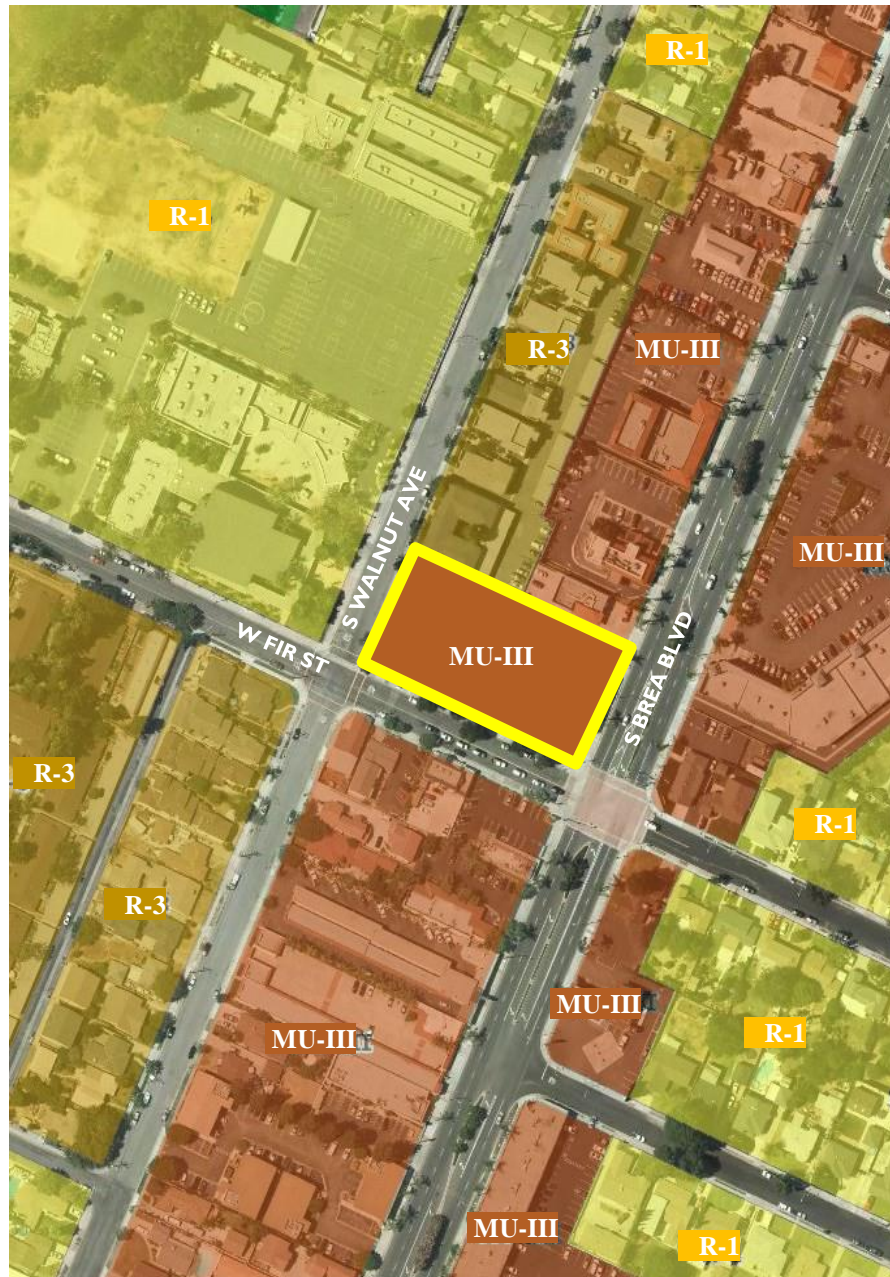
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Figure 6 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Proposed
General Plan Land Use Designation



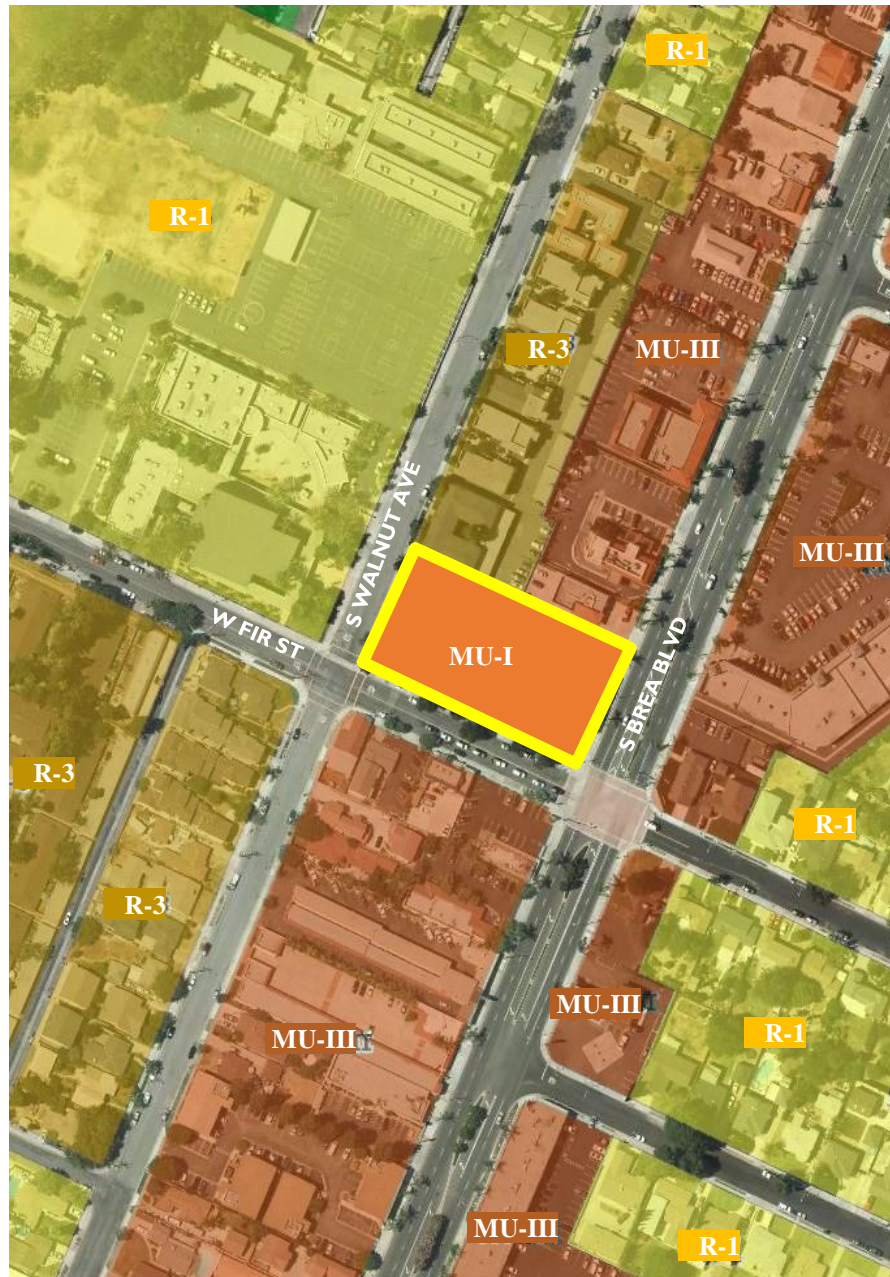
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Figure 7 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Existing Zoning



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Figure 8 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Proposed Zoning



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Figure 9 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street – Existing
General Plan Land Use Designation



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Figure 10 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street –
Proposed General Plan Land Use



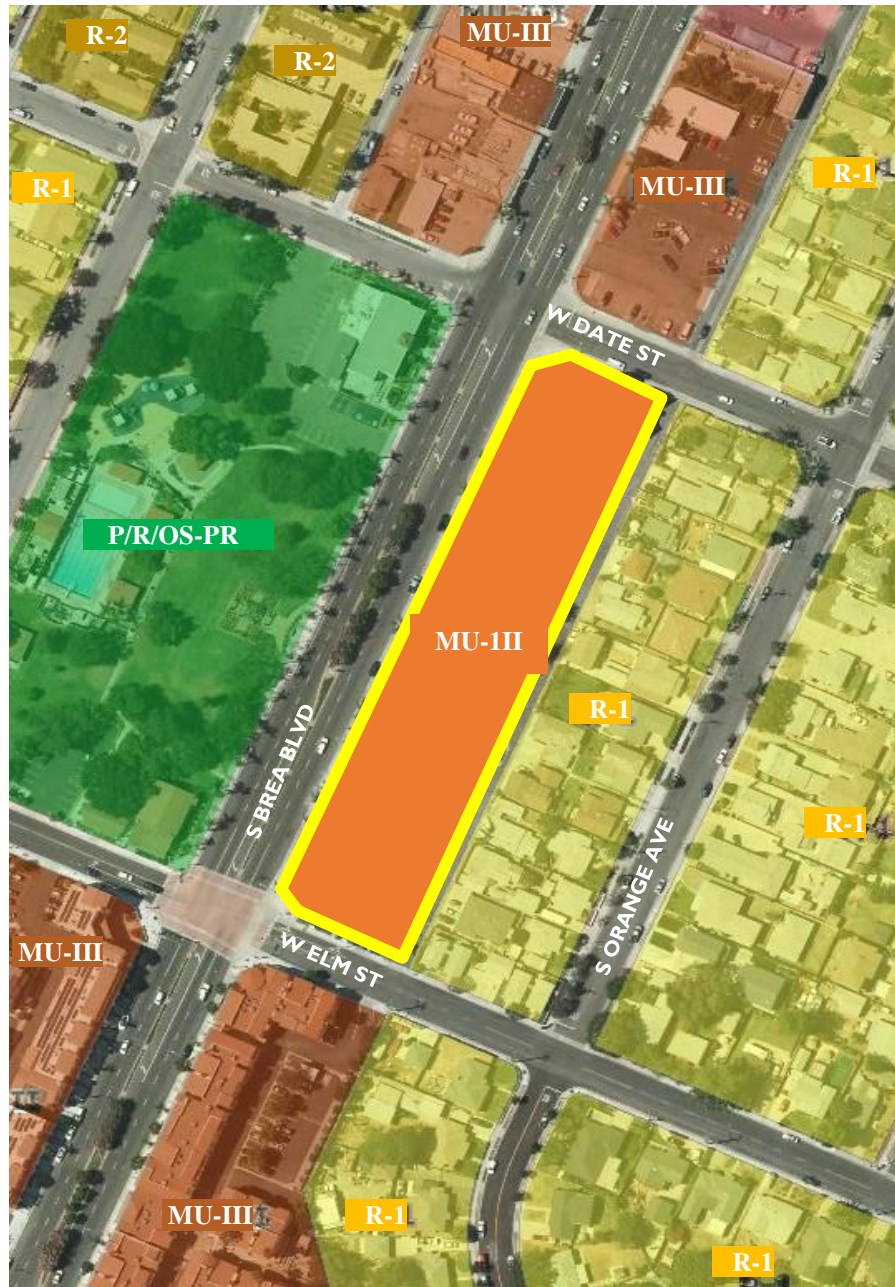
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Figure 11 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street – Existing Zoning



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Figure 12 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street –
Proposed Zoning



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ATTACHMENT 1 TO EXHIBIT A

Consultant's Proposal and Fee Schedule

(attached)

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This Professional Services Agreement ("Agreement") is dated _____, 2021 for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Michael Baker International a Limited Liability Corporation** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Conduct a California Environmental Quality Act ("CEQA") review and prepare an environmental assessment for general plan amendments and zone changes for three development sites listed in the 2021-2029 Housing Element.**

B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals, and as required by the City's RFP # **2021.08.19.001-CD-PLN** and the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule indicated in the Proposal.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$65,795.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Term.

The term of this Agreement shall commence on **November 8, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services, whichever occurs first.

4. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall

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meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four years from the date of final payment by City.

6. Standard of Care.

The Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

- A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.
- B. Consultant shall obtain a City of Brea business license.

8. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

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C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

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11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

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B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

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F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

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If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input checked="" type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

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iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance

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required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

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14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 3 above includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by

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City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

17. Party Representatives.

A. Consultant hereby designates **John Bellas**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Jason Killebrew** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

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18. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
1 Civic Center Circle
Brea, CA 92821

Jason Killebrew
JasonK@cityofbrea
714.990.7674

Consultant
Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

John Bellas
jbellas@mbakerintl.com
562.200.7170

19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

20. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants 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 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. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

26. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and Exhibit A, then provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of the Scope of Services Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services Requirements shall govern.

27. Entire Agreement.

This Agreement (including the attached Exhibit) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Michael Baker International

By: _____
John Bellas
Associate Vice President
jbellas@mbakerintl.com

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____
CORPs: Chairperson, President, Vice
President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, for a corporation both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for a limited liability company both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
William Gallardo, Jr.
City Manager

By: _____
Harris-Neal, Lillian
City Clerk
lillianhn@ci.brea.ca.us

Date Signed: _____

Date Signed: _____

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EXHIBIT A
Scope of Services

1. Scope of Services

A. Consultant shall review and prepare an environmental assessment for General Plan land use designation amendments and zone changes associated with three Focused Development Sites as listed in the 2021-2029 Housing Element ("Project") as further set forth in the Scope of Services Section below.

B. The General Plan amendments and zone changes will involve three Focused Development Sites: # 7, 10, and 13. The purpose of this Project is to allow for greater density residential and/or mixed-use development.

i. Focused Development Site #7 is located on the southwest corner of Brea Boulevard & Cypress Street, and is currently being occupied by a bank and an empty commercial building. The General Plan land use designation for this property will be amended from General Commercial to Mixed-Use I, and the zoning designation will be changed from C-G to MU-I.

ii. Focused Development Site #10 is located on the northwest corner of Brea Boulevard & Fir Street, and is currently occupied by a retail store. The General Plan land use designation for this property will be amended from Mixed-Use III to Mixed-Use I, and the zoning designation will be changed from MU-III to MU-I.

iii. Focused Development Site #13 is located on the northeast corner of Brea Boulevard & Elm Street and is currently occupied by single-family residential units, professional offices, and a fast-food restaurant. The General Plan land use designation for this property will be amended from General Commercial to Mixed-Use III, and the zoning designation will be changed from C-G to MU-III.

C. The services to be performed by the Consultant include the following tasks and deliverables:

i. Completion of a Screencheck Draft and Final Initial Study. The Consultant will be responsible for preparing the Initial Study Checklist in accordance with the City of Brea Environmental Guidelines and Section 15063 of the CEQA Guidelines. Please include an estimated time schedule in your proposal.

ii. Consultant shall be responsible for distribution and mailing of the final environmental document to applicable public agencies and the State Clearinghouse, as necessary.

One (1) electronic copy of the Draft document for posting on the City's website during the public review period, and one (1) electronic copy of the Final Initial Study shall also be provided to the City. Two (2) physical copies of the Environmental Document (Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report) as deemed necessary to satisfy CEQA.

iii. Attendance at Public Meetings. Proposers shall budget for attendance at five meetings with City staff. It is anticipated that the Consultant shall attend one Planning

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Commission study session (on a separate date prior to the public hearings), two Planning Commission public hearings, and two City Council public hearings.

2. Proposed Schedule

*** = tentative; ** = at the City's option; all times are 5:00 pm local time unless stated otherwise.**

11/8/2021 Kick-Off Meeting*

City publishes Notice of Preparation (NOP)

Send out notices to Tribes pursuant to AB52/SB18 for 90-day comment period

11/22/2021 Initial Study Complete*

Screencheck of Draft Initial Study

Preparation of Environmental Document

Consultant to procure necessary memos

11/29/2021 City Staff Review/Screencheck of Environmental Document

Revisions/comments provided to consultation for revision

12/6/2021 City publishes Notice of Intent for 30-day public review/comment period

01/25/2022 Planning Commission Public Hearing*

02/15/2022 City Council Public Hearing*

02/16/2022 If approved, file Environmental Document with County Clerk and OPR (1)

(1) Project Completion Date. Proposers may propose an alternate date for project completion, which will be used in evaluation of the proposals.

3. Figures

The figures below provide visual representation of the three Focused Development Sites reference in the Scope of Services. Each figure is presented on a separate page.

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Figure 1 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Existing General Plan Land Use Designation



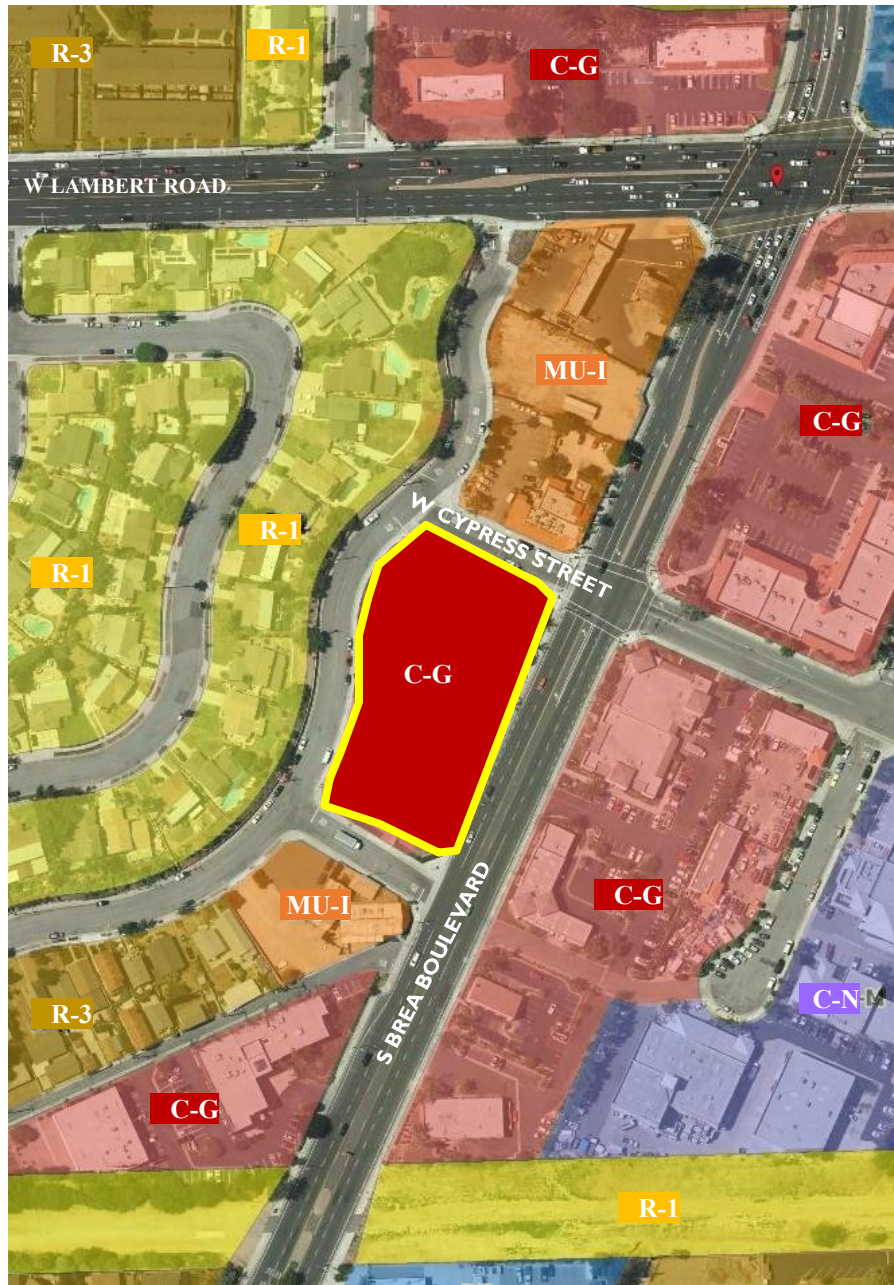
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Figure 2 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Proposed General Plan Land Use Designation



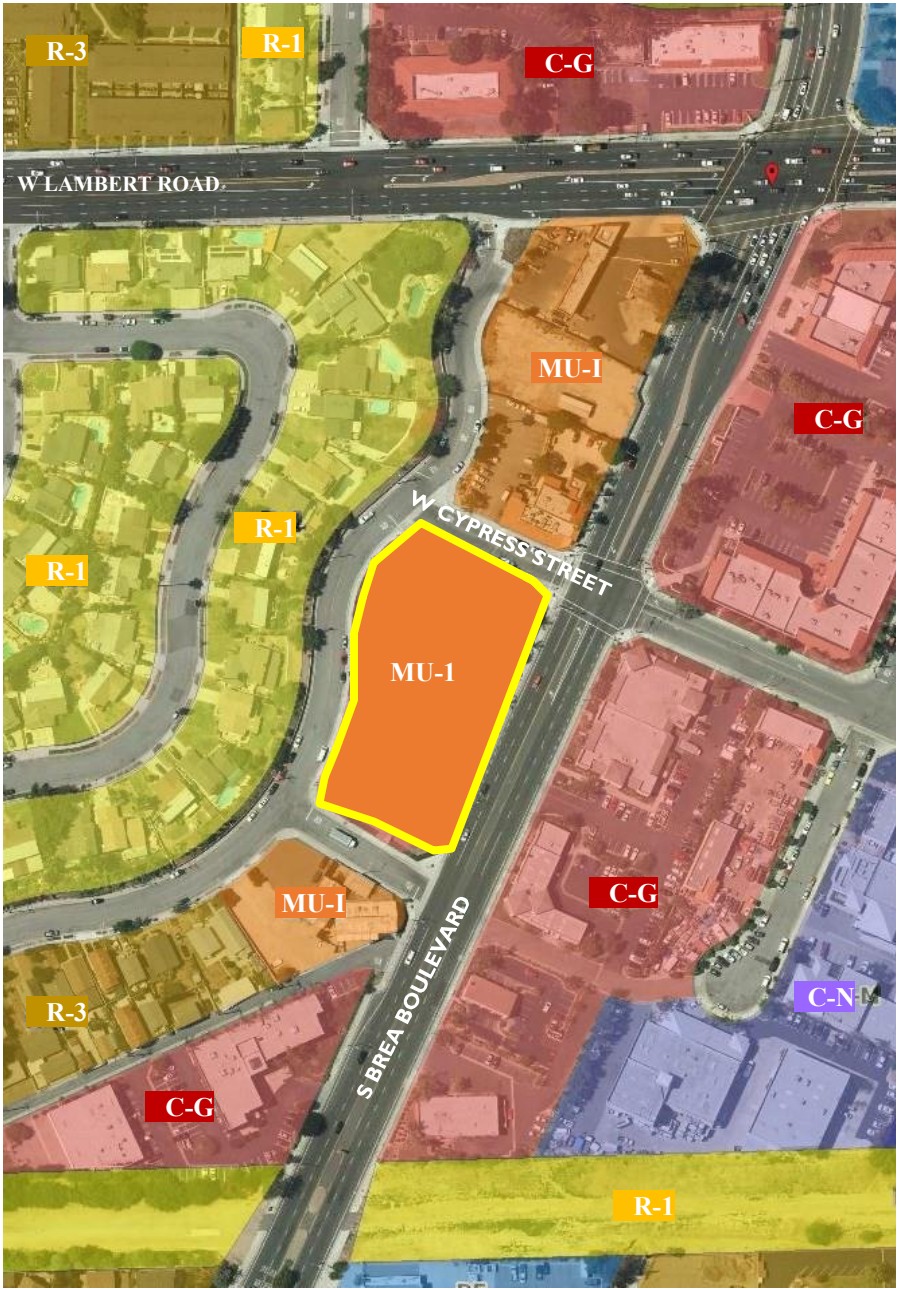
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Figure 3 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Existing Zoning



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Figure 4 – Focused Development Site 7 – SWC Brea Boulevard & Cypress Street –
Proposed Zoning



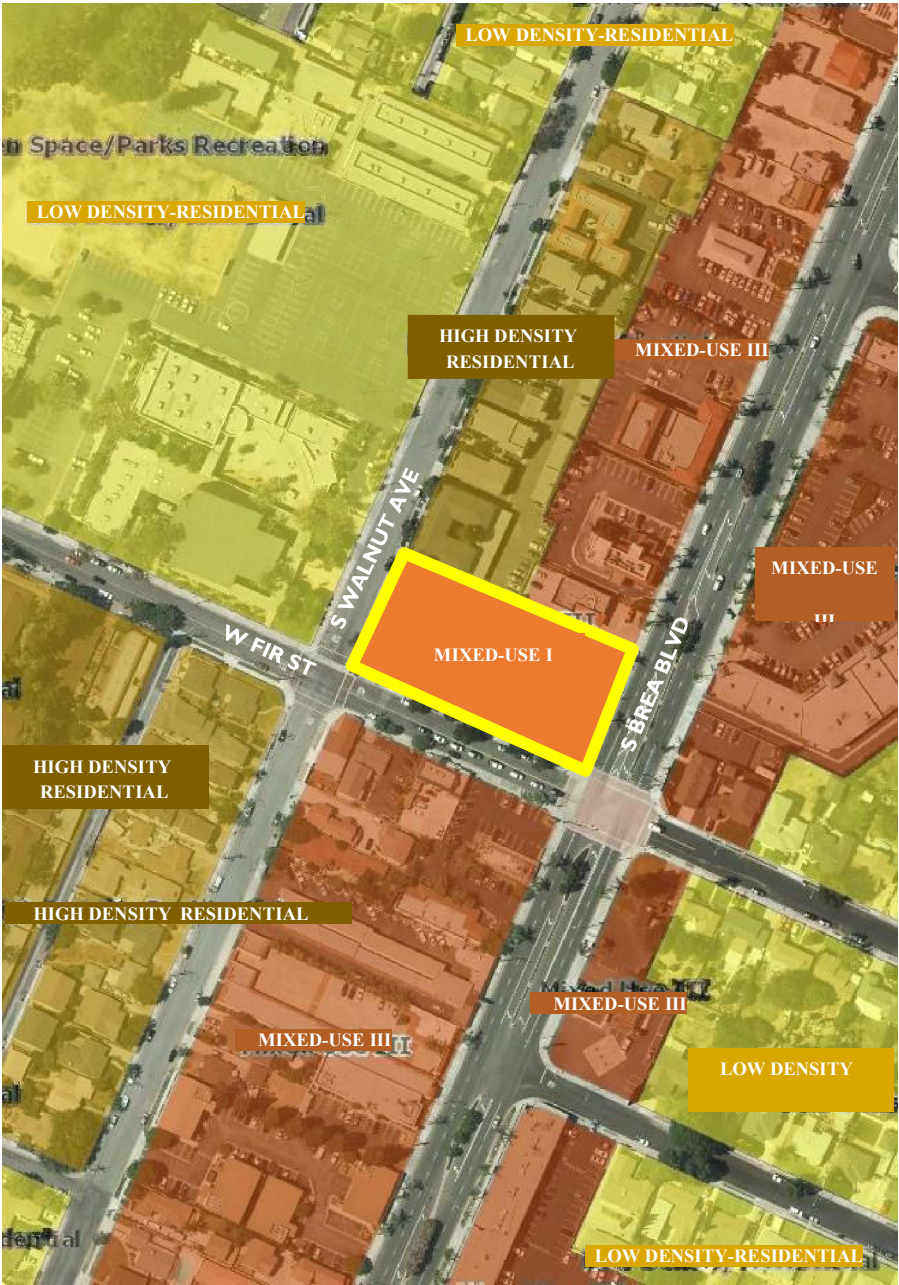
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Figure 5 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Existing General Plan Land Use Designation



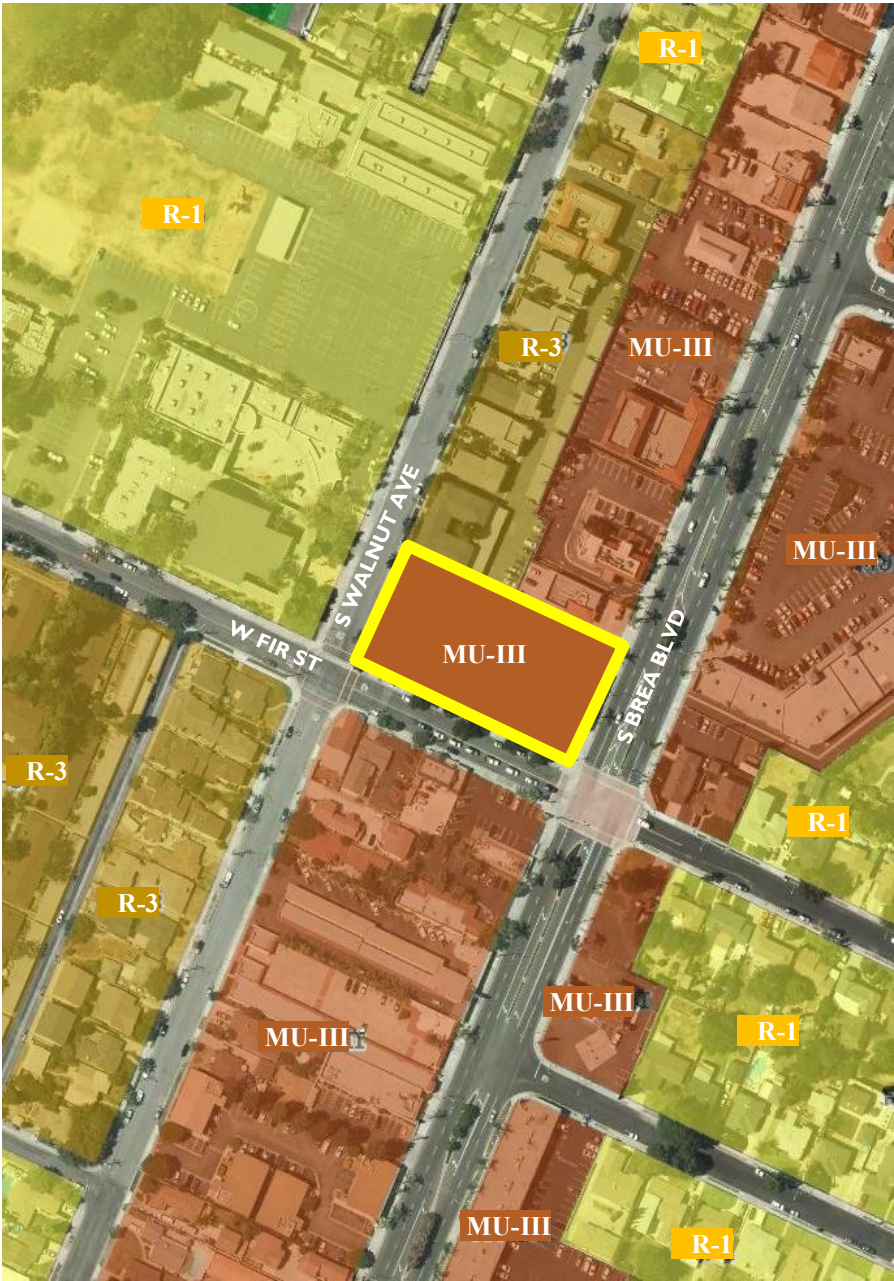
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Figure 6 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Proposed General Plan Land Use Designation



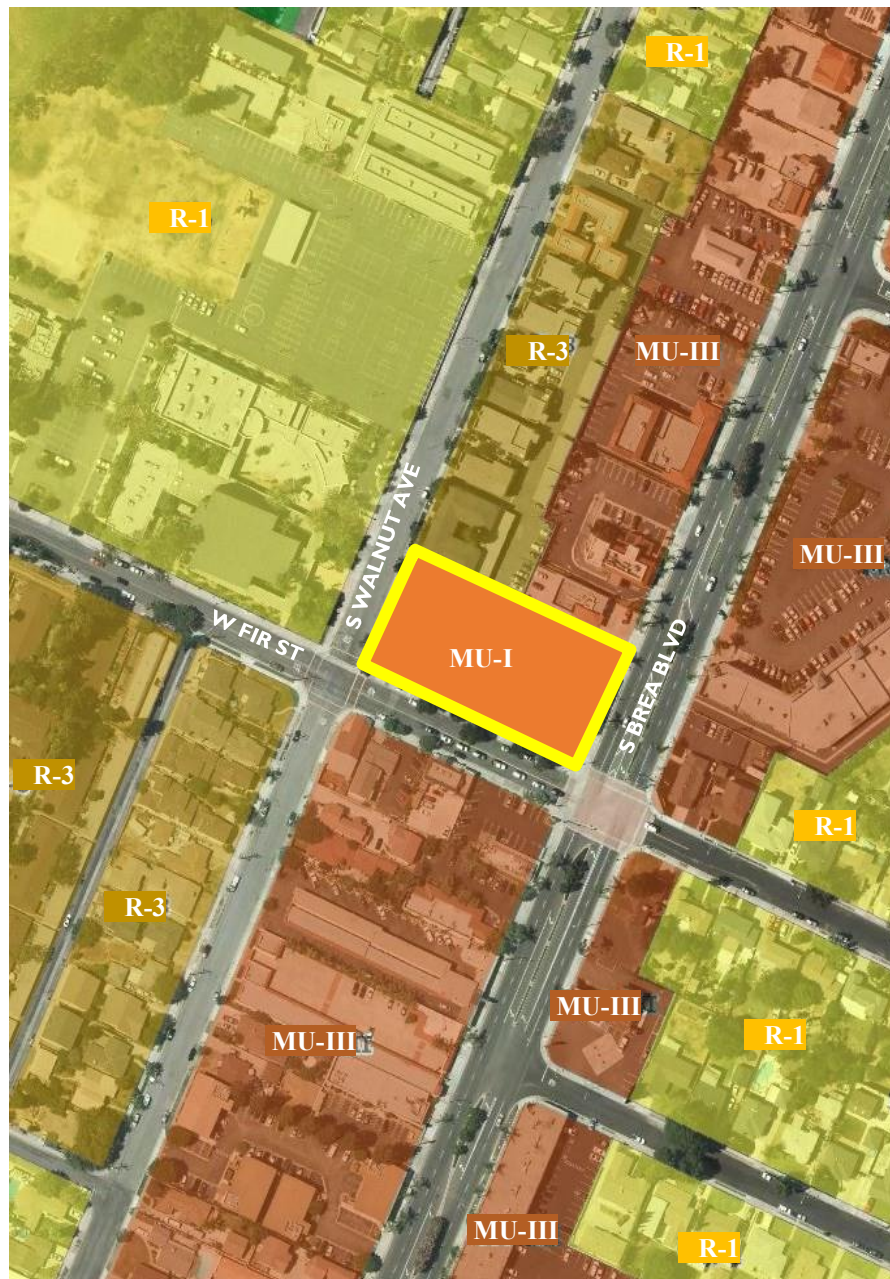
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Figure 7 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Existing Zoning



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Figure 8 – Focused Development Site 10 – NWC Brea Boulevard & Fir Street – Proposed Zoning



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Figure 9 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street – Existing
General Plan Land Use Designation



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Figure 10 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street –
Proposed General Plan Land Use



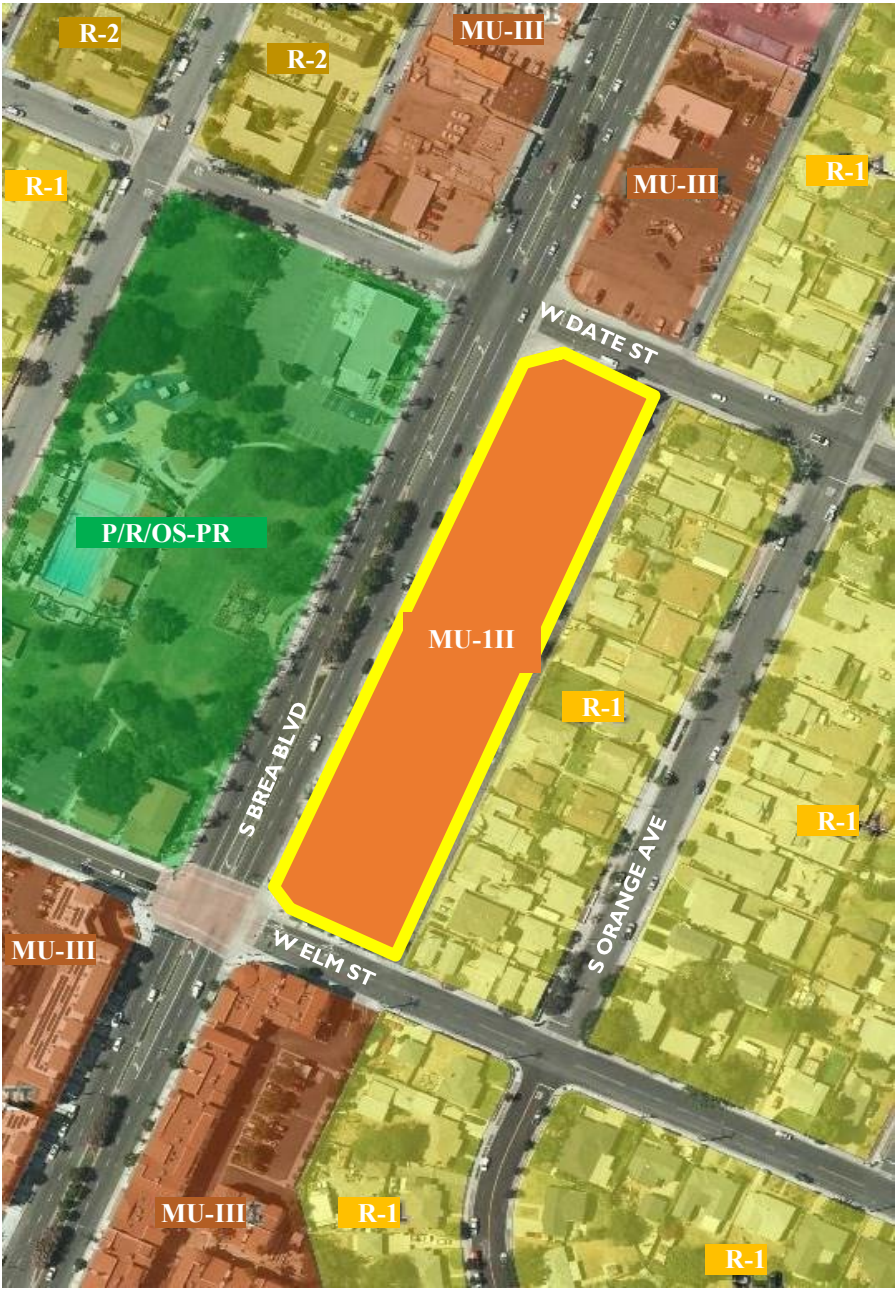
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Figure 11 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street – Existing Zoning



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Figure 12 – Focused Development Site 13 – NEC Brea Boulevard & Elm Street –
Proposed Zoning



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ATTACHMENT 1 TO EXHIBIT A

Consultant's Proposal and Fee Schedule

(attached)