



**Request for Proposals  
RFP No. 2022.12.16.01  
for Audit of the City's General Plan**

**REQUEST FOR PROPOSALS # 2022.12.16.01**  
for Audit of the City's General Plan

**Part I**  
**Solicitation Section**

# REQUEST FOR PROPOSALS # 2022.12.16.01

## for Audit of the City's General Plan

### 1. Overview.

City of Brea ("City") is requesting offers from qualified firms to provide **Audit of the City's General Plan Error! Reference source not found.**("Project") as further set forth in the Scope of Services and Specification Section below.

#### A. Background

Brea, one of the oldest communities within Orange County, was incorporated in 1917 as the city of oil, oranges, and opportunity. Already well established as an oil producer, Olinda Village in Brea's rolling northern hills continued to draw workers and it was time to organize a town and prepare for future growth. Today, Brea is a bustling, but close-knit community of over 43,000 residents, who enjoy a high level of public services rarely found in a smaller community.

In 2003, the City of Brea adopted the City of Brea General Plan ("General Plan"), which is a comprehensive, long-term document that represents the community's view of its future. The General Plan is comprised of five chapters: Community Development, Housing, Community Resources, Community Services and Public Safety. Since 2003, the Housing chapter of the General Plan has been updated three times in compliance with the State Housing Element law, with the most recent update from August 2022 for the 6<sup>th</sup> Cycle Housing Element. In addition, other chapters of the General Plan have been periodically amended to either ensure relevancy of the document or to accommodate a specific project. The list of General Plan Amendments approved since the adoption of the City's General Plan in 2003 is provided in Part II of this RFP. General information regarding the City's General Plan can be obtained in the following link: <https://www.ci.brea.ca.us/179/General-Plan>

#### B. Project Overview

The main objective of this Request for Proposals (RFP) is to solicit proposals from experienced and qualified consulting firms to complete an audit of the General Plan. In doing so, the selected firm shall conduct a comprehensive evaluation of the General Plan, including, but not limited to, the following:

- i. Compliance with all applicable State laws;
- ii. Document's structural organization and ease/difficulty of reference;
- iii. Review and assessment of the following:
  - a. Existing goals, policies and programs in all elements of the General Plan for their status and relevancy
  - b. Consistency between all elements, including the previously approved General Plan Amendments
- iv. Identify any areas for improvements and/or modification

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City’s General Plan

The selected firm shall provide a comprehensive report outlining its findings and recommendations.

**2. Solicitation Method.**

To obtain Solicitation documents:

**Email**     [joanneh@cityofbrea.net](mailto:joanneh@cityofbrea.net)

**Website**   [www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes](http://www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes)

To submit an offer:

**Email**     [joanneh@cityofbrea.net](mailto:joanneh@cityofbrea.net)

Note: Offers must be submitted via Email to above email address by the deadline specified in Section 4 below. Submittal of a hard copy is not required.

**3. Questions and Answers.**

A.     **Questions.** Any person contemplating submitting an Offer for this Solicitation who is in doubt as to the true meaning or finds any discrepancies or omissions of any part of the Solicitation, the Scope of Services and Specifications, the Agreement, or any of the terms and conditions (collectively, “Solicitation”) included therein, must submit questions by the Question Deadline as set forth in Timelines below or modified by any subsequent addendum. Questions not received by the Questions Deadline will not be considered as such questions are non-responsive to the Solicitation requirements. To submit your questions:

**Email**   [joanneh@cityofbrea.net](mailto:joanneh@cityofbrea.net)

B.     **Answers.** City will issue addenda to answer questions received by the Question Deadline and provide clarifications and modifications to the Solicitation. Offerors must acknowledge receipt of all City-issued addenda. Only City’s written addenda can modify the Solicitation and Agreement 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.

**4. Timelines.**

\* = times are 5:00 p.m. local time; \*\* = at City’s option; \*\*\* = tentative

<b>12/16/2022</b>	Release of Request for Proposals
<b>01/06/2023</b>	Question Deadline
<b>01/19/2023</b>	<b>Offer Due Date*</b>
<b>02/06/2023 (the week of)</b>	Interviews of Top-Ranked Firms**

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

<b>02/13/2023</b>	Final Selection***
<b>02/21/2023</b>	Execute Agreement***
<b>03/01/2023</b>	Notice to Proceed***

Note: Depending on the contract amount, the City Council approval of the contract may be required. In such case, applicable tentative dates specified in this section will be adjusted accordingly.

**5. Special Requirements.**

Special requirements that are included in the Agreement are noted below:

**None.**  \_\_\_\_\_.

**6. Pricing.**

A. **Preparation Expense.** Offerors prepare and make offers at their sole expense.

B. **Patents, Royalties, and License Fees.** If any, Offer must include all applicable patent, copyright, royalties, and license fees in Offer prices. Contractor shall defend all suits or claims for any infringement against City, and hold City harmless from any associated loss, costs, and attorney's fees.

C. **Fees.** If any, Offer must include Governmental mandated fees, surcharges, and taxable taxes, waste disposal fees, and the like.

D. **Taxes.** Offer must include the applicable sales tax for lump sum items and subtotal sales tax for individual items, unless otherwise specified in Solicitation in Offer prices. City pays applicable 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. Deliveries made by vendor-owned truck are taxable. Assembly is taxable. Installation is not taxable. City is exempt from Federal Excise tax.

E. **Bonds and Insurance Costs.** If any, Offer must include all costs for required bonds and insurance as checked in Section 12 of the attached Agreement.

F. **Prevailing Wages Requirements.** If any, Offer must include all applicable prevailing wages, as applies to Public Works projects in Offer prices. If services are being; visit [www.CityofBrea.net/Purchasing](http://www.CityofBrea.net/Purchasing), Public Works Terms and Conditions for detailed requirements.

G. **Miscellaneous Costs.** If any, Offer must include all miscellaneous costs not listed above. including but not limited to management; labor; prep work; travel; transportation; incidentals; applicable taxes and fees; licenses; permits; notices; and all other related costs.

H. **All-Inclusive Costs.** Offer must include all costs listed above, everything necessary to furnish all Scope of Work/Specifications requirements.

I. **Additional Costs.** Additional costs will be disallowed.

## REQUEST FOR PROPOSALS # 2022.12.16.01

for Audit of the City's General Plan

### 7. Offer Submission Requirements.

#### A. General.

i. **Checklist.** Use this section as a checklist to provide help provide a complete response. Failure to include and complete all the information specified is cause for rejection of the proposal without further evaluation or award consideration.

ii. **Signatures.** Offeror must sign all forms wherein signatures are indicated. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

iii. **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.

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

v. **Sections Division and Purpose.** Note 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 Solicitation and if the proposed costs are fair and reasonable. The Technical and Costs sections of the awarded Contractor ("Contractor's Proposal") will be attached as Attachment 1 to Exhibit A to the City's standard Agreement for execution.

#### B. Introduction Section.

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

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 the 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 the proposer believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.

#### C. Qualifications Section.

i. **Background.** Provide your company's Name, Contacts, History. Provide your company's full legal name, address, phone, fax, email, website; Prior company names (if any) and years in business; mergers, buyouts; Organizational structure (i.e. corp., LLC, sole proprietorship, etc.) and chart; Names and titles of the principal owner(s); Person(s) authorized

## REQUEST FOR PROPOSALS # 2022.12.16.01

### for Audit of the City's General Plan

to make commitments for your company; Contracts terminated for cause, pending litigation or legal issues; Special recognition or awards.

ii. **Experience.** Provide a summary of Experience with similar kinds of work; Familiarity with applicable state and federal regulations; whom your company has provided similar services with a very brief description of the provided services.

iii. **Qualifications.** Provide a summary of Financial responsibility; Demonstrated Technical Ability; Capability of developing innovative or advanced techniques; Special qualifications, training, credentials; Staff names, titles, role, qualifications, experience, and length of service and the designated project manager assigned to this project.

iv. **Understanding.** Understanding of the work to be done based on this Solicitation. Include any issues that you believe will require special consideration for this project as well as identify any unique approaches or strengths your company may have.

v. **Additional Requirements.** Provide any additional requirements as required in the Scope of Services and Specifications Requirements Section.

#### D. Technical Section.

i. **Approach.** Provide a detailed discussion and proposed methodologies, of your company's approach to the successful completion of this project. Include thorough discussions of methodologies you believe 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. If a Meet and Confer and Presentation Requirements and/or a Tentative Schedule are provided in the Scope of Services and Specifications Requirements Section any recommended modifications will need to be addressed.

#### E. Cost Section.

i. **Time and Expense Basis.** Provide the Compensation based on a time and expense basis. Indicate markup percentage on subContractors and other direct costs.

- a. Fee by task to match scope of services section
- b. Hourly billing rate schedule for all proposed staff
- c. Fees by subContractor, by task, if any

ii. **Alternative Basis.** Provide any alternative basis to the Time and Expense Basis that would be advantageous to the City.

## REQUEST FOR PROPOSALS # 2022.12.16.01

for Audit of the City's General Plan

### F. Forms Section.

#### i. Standard Forms

- a. References Form
- b. Subcontractors List-Standard Form
- c. Statement of Compliance or Exceptions Form
- d. Status of Past and Present Contracts Form
- e. Insurance Commitment Form
- f. Offeror Qualifications Response Form
- g. Firm Offer Form
- h. Price Form

G. **Withdrawal and Validity.** Offers may be withdrawn before Offer Due Time and Date; Offers not so withdrawn are binding for **120 days** after the due date.

### 8. Results.

A. **Opening Offers.** Offers are electronically sealed until the Offer Due Date and Time 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.** Offers received by the Offer Due Date and Time, will have results posted at [www.CityofBrea.net/Purchasing](http://www.CityofBrea.net/Purchasing) normally, within three to five business days. The Offer results are subject to change based on responsiveness and determination of qualifications. Visit that webpage, click on Requests for Bids, Proposals, and Quotes, scroll to the desired Solicitation. City will not provide results by any other means.

C. **Information Posted.** Best Value and Qualifications-based procurements will display Company Name only. Pricing will not be available until the evaluation phase has been completed and an award recommendation has been made.

### 9. Evaluation.

A. **Non-Responsive Offers.** Offers that are late or misdirected; or Offerors who did not attend any required mandatory Pre-Offer Meeting or are suspended or debarred ([www.sam.gov](http://www.sam.gov)) are non-responsive. Offers that did not include the required documents or information; modified any terms and conditions; had excessive or inadequate price relative to the Scope of Services and Specifications Requirements may cause the Offer to be deemed non-responsive. Non-responsive Offers will not be considered for further evaluations or award.



**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City’s General Plan

B. **Responsive Offers.** Offers that conform in all material respects to the Solicitation and are eligible for further consideration.

C. **Informalities.** City may waive any informalities deemed in City’s best interest.

D. **Local Vendor Preference.** City will apply a 1% Local Vendor preference for comparison purposes only.

E. **Evaluation Criteria.** City will evaluate Offers based on how well it meets the Offer Submission Requirements including but not limited to the Qualifications, Technical, Cost, Forms sections; any required clarifications, presentations, interviews; other available information; any required BAFO responses; and any other requirements of this Solicitation not mentioned specifically in this paragraph.

F. **Procurement Type.**

i. **Qualifications Basis.** Only the demonstrated competence, professional qualifications, and technical approach of the Offerors will be factored together into the scoring, but not the price. The highest-ranked responsive and responsible Offeror who has demonstrated competence, professional qualifications, and has a fair and reasonable price for the city will be considered for award.

ii. **Best Value Basis.** The qualifications, experience, past performance, and price of the Offerors will be factored together into the scoring. The highest-ranked responsive and responsible Offeror who represents the best value or the city will be considered for award.

G. **Scoring.** All responsive Offers will be reviewed and scored based on the Evaluation Criteria. Unless otherwise set forth in this Solicitation, Offers will be ranked as follows:

<b>Score</b>	<b>Description</b>
<b>90-100</b>	<b><i>Excellent:</i></b> Demonstrates strengths in all areas with no weaknesses.
<b>80-89</b>	<b><i>Very Good:</i></b> Demonstrates strengths in most areas with minor weaknesses.
<b>70-79</b>	<b><i>Good:</i></b> Demonstrates strengths in some areas with some weaknesses.
<b>0-69</b>	<b><i>Inadequate:</i></b> Demonstrates a lack of strength in many areas with significant weaknesses.

**10. Award, Reject, Rescind.**

As may be in City’s best interest, City may (i) accept and award any or multiple Offers, or portions of any or multiple Offers; (ii) reject any or multiple Offers; (iii) rescind any Intent to Awards. Any City rejections or rescindments are without any cost or obligation to City. City intends to award responsive and responsible offeror(s) based on above Scoring.

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**11. Contract/Agreement.**

City intends to execute contract(s) with Offeror(s) meeting preceding Awards criteria after Contractor has provided all post-award requirements (insurance, bonding, etc.). Sample contract is attached. Any requested changes to the contract are required by the Question Deadline.

**12. Notice to Proceed.**

City will issue a notice to proceed to Contractor(s) to commence providing the requirements of the Scope of Services and Specification Section below at the time stated in that notice. Absent a formal notice to proceed letter, the Purchase Order becomes the de facto notice to proceed itself unless otherwise stipulated in the Purchase Order.

End of this Section

**Part II**

**List of General Plan Amendments Since 2003**

**REQUEST FOR PROPOSALS # 2022.12.16.01**  
for Audit of the City's General Plan

**LIST OF GENERAL PLAN AMENDMENTS APPROVED SINCE 2003**

<b>Address</b>	<b>Description</b>	<b>Approval Date</b>	<b>City Council Resolution No.</b>
114 & 118 Elm St.	Amend the GP land use designation from Low-Density to Specific Plan	4/1/2003	2003-33
Along Carbon Canyon Road	Amend the GP land use designation of properties along Carbon Canyon Road	3/20/2007	2007-19
NW Corner of Puente St. and Pioneer St. (Burke Puente Business Center)	Amend the GP land use designation from Office/Financial to General Industrial	6/5/2007	2007-35
NW Corner of Lambert Rd. and Wildcat Way (Olen Pointe Brea)	Amend the GP land use designation to Mixed Use II	7/17/2007	2007-48
Citywide	Amendment to Chapter 3 of the General Plan (Housing Element) for adoption of the 4 <sup>th</sup> Cycle Housing Element (2008 to 2012)	8/19/2008	2008-72
1000 N Site Drive	Amend the GP land use designation from Low-Density Residential to Medium-Density Residential	9/28/2010	2010-97
340 - 420 W Central Ave.	Amend the GP land use designation Mixed Use II	7/17/2012	2012-57
Citywide	Amendment to Chapter 3 of the General Plan (Housing Element) for adoption of the 5 <sup>th</sup> Cycle Housing Element (2014-2021)	11/5/2013	2013-63
Citywide	Amendment to the Chapter 2 of the General Plan (Community Development) to add requirements and procedures for implementing the Planned Communities (PC) zone	10/16/2018	2018-57
109 Lilac Ln.	Amend the GP land use designation Low-Density Residential	5/19/2020	2020-33
Citywide	Amendment to Chapter 3 of the General Plan (Housing Element) for adoption of the 6 <sup>th</sup> Cycle Housing Element (2021-2029) & Chapter 6 of the General Plan (Public Safety)	9/21/2021	2021-53 2021-54
Lambert Rd/Carbon Canyon Road, Valencia Avenue, Rose Drive	Amend the GP land use designation from Hillside Residential/Low Density Residential to Specific Plan	7/19/2022	2022-59
Citywide	Amendment to Chapter 3 of the General Plan (Housing Element) for re-adoption of the 6 <sup>th</sup> Cycle Housing Element (2021-2029)	8/16/2022	2022-61
SW of Cypress/Brea; NE of Fir/Brea; NE block of Elm/Brea, 200 S. Associated; 480 N. State College; Southern portion of 275 Valencia	Amend the GP land use designations of six housing sites in the 6 <sup>th</sup> Cycle Housing Element to implement the Housing Element	11/15/2022	2022-67

\*General Plan Amendments that were approved but later rescinded or currently in process are not included in this list.

**Part III**  
**Forms Section**

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City’s General Plan

**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 Offeror being deemed non-responsive and/or non-responsible, and may eliminate Offeror 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		

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**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		

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**STANDARD FORM C  
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM**

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

\_\_\_\_\_  
(Offeror's Company Name)

**Select one:**

**No Exceptions**

By checking the above box, Offeror declares their Offer 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, Offeror declares their Offer 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 **Offeror 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
-------------------	--------------------------------	-----------------------------	----------------

Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: \_\_\_\_\_

Name/Title \_\_\_\_\_

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



**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**STANDARD FORM D  
STATUS OF PAST AND PRESENT CONTRACTS FORM**

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer 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, Offeror declares that the Offeror 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, Offeror declares that the Offeror 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, **Offeror 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.

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

Signature: \_\_\_\_\_

Name/Title | \_\_\_\_\_

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

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**STANDARD FORM E  
INSURANCE COMMITMENT FORM**

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

---

(Offeror's Company Name)

***Offeror 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 the Contractor's insurance documents does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

Contractor'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 Contractor's default.

***Offeror, at Offeror'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 term of any Contract, 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: | \_\_\_\_\_

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**STANDARD FORM F  
OFFEROR QUALIFICATIONS RESPONSE FORM**

\_\_\_\_\_  
(Offeror's Company Name)

Offerors 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.

\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

B. Familiarity with state and federal procedures.

| |

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.

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

| |

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

| |

**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: | | \_\_\_\_\_

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**STANDARD FORM G  
FIRM OFFER FORM**

\_\_\_\_\_  
(Offeror's Company Name)

**FIRM OFFER made by Contractor to the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer 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 or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name:			
Business Address:			
Federal ID#:			
Business Type (Contractor 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: | |

Name: | |

Title: | |

Title: | |

Email: | |

Email: | |

Date Signed: | |

Date Signed: | |

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

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

[Pursuant to California Corporations Code Section 313, 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), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**REQUEST FOR PROPOSALS # 2022.12.16.01**

for Audit of the City's General Plan

**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.

<b>Tasks</b>	<b>Description</b>	<b>Amounts</b>
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
	Project Total Costs (add above lines)	\$

**Part IV**  
**Agreement**  
**Scope of Services**



**Contract # 2022-12-16-01-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 **{ServiceProviderFullName}** a **{OrganizationType}** (“Contractor”).

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 comprehensive audit of the City’s 2003 General Plan.**
- 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 # **2022.12.16.01-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.

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

**4. Time of Performance.**

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

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

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

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

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.

**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.

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

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.

**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

**Contract # 2022-12-16-01-CD-PLN  
PROFESSIONAL SERVICES AGREEMENT**

(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.

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:

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 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.

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

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.

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.

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES 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 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



**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

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.

**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.

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

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 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.

**Contract # 2022-12-16-01-CD-PLN  
PROFESSIONAL SERVICES AGREEMENT**

**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 **{CityRepName}** 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.

**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.net**  
**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.

**Contract # 2022-12-16-01-CD-PLN**  
**PROFESSIONAL SERVICES AGREEMENT**

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.

**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

**Contract # 2022-12-16-01-CD-PLN  
PROFESSIONAL SERVICES AGREEMENT**

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]**

**Contract # 2022-12-16-01-CD-PLN  
PROFESSIONAL SERVICES AGREEMENT**

**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: \_\_\_\_\_  
**Purchasing Agent or  
Administrative Services Director**

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

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

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

**Contract # 2022-12-16-01-CD-PLN  
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT A  
Scope of Services**

**1. Scope of Services**

A. Consultant shall conduct a comprehensive audit of the City of Brea's General Plan. In doing so, the selected firm shall conduct a thorough evaluation of all elements of the General Plan, including, but not limited to, the following:

- i. Compliance with all applicable State laws;
- ii. Document's structural organization and ease/difficulty of reference;
- iii. Review and assessment of the following:
  - a. Existing goals, policies and programs in all elements of the General Plan for their status and relevancy
  - b. Consistency between all elements, including the previously approved General Plan Amendments

The selected firm shall provide a comprehensive report outlining its findings and recommendations, and identify any areas for improvements and/or modification.

**2. Proposed Schedule**

\* = tentative; depending on the execution of the contract

- |   |  |
|---|--|
| a. 03/06/2023 (or within 5 days of NTP) | Kick-Off Meeting*  |
| b. 04/05/2023 (or within 30 days of #a) | Submittal of the draft Findings/Recommendations Report to the City       |
| c. 04/17/2023 (or within 10 days of #b) | City review of Draft Findings/Recommendations Report                     |
| d. 04/27/2023 (or within 10 days of #c) | Submittal of the final draft Findings/Recommendations Report to the City |
| e. 05/04/2023 (or within 7 days of #d)  | City review of final draft Findings/Recommendations Report               |
| f. 05/11/2023 (or within 7 days of #e)  | Findings/Recommendations Report Finalized                                |

(1) Alternative Schedule. Proposers may propose an alternate schedule, which will be used in evaluation of the proposals.

**Contract # 2022-12-16-01-CD-PLN  
PROFESSIONAL SERVICES AGREEMENT**

**ATTACHMENT 1 TO EXHIBIT A**

**Consultant's Proposal and Fee Schedule**

**{TO BE INSERTED}**