

CEQA Consultant for Lake Rialto Habitat Management and Community Open Space Project

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND

ENPLANNERS, INC.

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 15th day of June, 2022, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and Enplanners, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Quotes (RFQ) No. 22-067, the performance of professional services related to preparing an Initial Study/Mitigated Negative Declaration and Supporting Technical Studies for Lake Rialto Habitat Management and Community Open Space Project, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with preparing an Initial Study/Mitigated Negative Declaration and Supporting Technical Studies for Lake Rialto Habitat Management and Community Open Space Project, and as specified in the "Scope of Services" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a

material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City’s Request for Quotes (RFQ) No. 22-067; and, (4) the Consultant’s signed, original proposal submitted to the City (“Consultant’s Proposal”), (collectively referred to as the “Contract Documents”). The Contract Documents and Accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant’s Proposal, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the

conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement

may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Cost Proposal" attached hereto as **Exhibit "B"** and incorporated herein by this reference. For the Initial Phase of Services (Pre-Construction), upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **Sixty-Eight Thousand Seventy-Five Dollars (\$68,075)** (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant

is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit "C"** and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to Request for Proposals No. 22-067, (the "Project"), and as identified in the Schedule of Performance, Exhibit "C".

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ray Hussey
(Name)

President
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced, nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if

any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager, or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in

whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year

period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City, or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not

be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of

Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is

providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of

City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided

in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections

87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Manager
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
 1770 Iowa Avenue, Suite 240
 Riverside, CA 92507
 Attn: Eric S. Vail, City Attorney
 Tel: (951) 788-0100
 Fax: (951) 788-5785

If to Consultant: Enplanners, Inc.
 P.O. Box 55099
 Riverside, CA 92517
 Attn: Ray Hussey, AICP, President
 (951)289-5233

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF RIALTO, a municipal corporation

By: Marcus Fuller
Marcus Fuller, City Manager

CONSULTANT:

Enplanners, Inc.

By: Raymond V. Hussey
Signature

ATTEST:

By: Barbara A. McGee
Barbara A. McGee, City Clerk

Raymond V. Hussey
Name

President
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: Eric S. Vail
Eric S. Vail, City Attorney

By: Denise M. Hussey
Signature

Denise M. Hussey
Name

CEO
Title

****Two signatures are required if a corporation****

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide all services required to prepare an Initial Study/Mitigated Negative Declaration and Supporting Technical Studies for Lake Rialto Habitat Management and Community Open Space Project identified in the RFP 22-067. Specifically, Consultant shall provide those services as outlined in its proposal dated May 19, 2022, included on the following pages.

TECHNICAL PROPOSAL (May 19, 2022)

Project Understanding

The Lake Rialto Habitat Management and Community Open Space Project (Project) will provide public benefits to the community and potential environmental benefits to the health of the Santa Ana River and the listed Santa Ana sucker and Arroyo chub. The scale of community benefits, environmental benefits, and type of grants (if any) included in the Project will dictate the amount of analysis needed and the type of environmental document or documents needed. For example, should the City seek funding through the Clean Water State Revolving Fund program, a CEQA Plus process will be required to supply additional environmental documentation to and receive compliance from applicable federal cross cutter agencies.

The first task in the following Scope of Work will result in the scoping out the Project and environmental documentation needs. Task 1 will clarify the scale of community benefits to be provided, extent to which potential environmental benefits are included, and the funding sources to be pursued. Confirmation of the project description including any offsite public parking and access routes, will help to confirm the level of environmental analysis and environmental document type required, as well as any additional technical studies needed to support the environmental document.

The following Scope of Work is based on this understanding of the Project. The Scope of Work contains tasks slightly modified in comparison to that contained in RFQ, with the intent is to substantively comply with the scope as modified herein.

Scope of Work

Task 1: Project Initiation and Project Definition

Enplanners will meet with City Staff and other members of the Project team to discuss project history, the project description, specific project issues, anticipated technical reports, and schedule. The City will provide preliminary design and concept plans for the Project. Enplanners will prepare the draft project description and schedule and submit both to the City for review. Ray Hussey will perform the duties as Project Manager and will be the primary contact for the City.

Deliverable: A project description, project schedule, and determination of Project Manager.

Meeting: Attendance at one kick-off meeting.

Task 2: Technical Studies

Task 2.1 – Air Quality and Greenhouse Gas Impact Analysis [Urban Crossroads (UC)]

2.1.1 – Air Quality Report

- Evaluate the existing conditions of the project study area; this will include gathering background air quality data, local wind patterns in the study area and identifying applicable rules, plans and thresholds of significance.
- Identify construction-related air quality impacts from associated construction activities at the project site which may include demolition, import/export of fill dirt, mass grading, building construction, paving, concrete pouring, etc.
- Evaluate operational emissions for the proposed project, based upon trip generation projections provided as part of the traffic study. In addition, emissions from other operational sources such as heaters, air conditioners, water heaters, consumer products, cargo handling equipment (CHE), and lawn care equipment will also be considered.
- A screening-level carbon monoxide (CO) Hotspot analysis of future conditions at key intersections located in the project study area will be prepared. It is anticipated that a qualitative discussion on CO Hotspot potential and rationale as to why more detailed modeling of CO Hotspot analysis is not required.
- Perform Construction Localized Significance Threshold (LST) analysis as recommended by the South Coast Air Quality Management District (SCAQMD) for construction and operational activity.
- Evaluate potential odor impacts resulting from the proposed project. Identify applicable mitigation measures and regulatory requirements that the project must comply with to minimize odors. For purposes of this evaluation a qualitative assessment of odors and odor controls is expected.
- Qualitatively discuss cumulative impacts within the context of planned and foreseeable projects for short-term construction and long-term operational activity. A “list” approach per CEQA will be utilized when discussing cumulative impacts using the list of cumulative projects identified in the traffic report. Since the basin is in non-attainment the determination of significance will likely be based on whether or not the Project results in a substantial incremental increase.
- Identify and recommended mitigation measures that are feasible to implement and that will reduce any potential impacts to the maximum extent possible. Prepare an air quality report that incorporates the findings and all supporting calculations.

2.1.2 – Air Quality Response to Comments

- Revise the air quality study report based on comments provided by the Client and Lead agency for up to 1 review cycle.
- Assist the CEQA preparer with preparation of response to comments on the draft CEQA document.

2.1.3 – Greenhouse Gas Analysis

- Evaluate applicable federal and state regulatory requirements (i.e., AB32, SCAQMD, CARB thresholds). Qualitatively discuss the effects of GHG emissions on regional air quality.

- Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction. Data available from the project team and technical air quality analysis will be utilized in characterizing GHG-generating activities.
- Evaluate operational GHG emissions for the proposed project which will include emissions from mobile sources, heaters, air conditioners, water heaters, consumer products, cargo handling equipment (CHE), and lawn care equipment will also be considered.
- Evaluate project significance based on an applicable Climate Action Plan or direction provided by the Project CEQA preparer and/or the lead agency.
- Identify and recommend mitigation measures that are feasible to implement and that will reduce any potential impacts to the maximum extent possible. Prepare a greenhouse gas report that incorporates the findings and all supporting calculations.

Task 2.1.4 – Greenhouse Gas Response to Comments

- Revise the greenhouse gas study report based on comments provided by the Client and Lead agency for up to 1 review cycle.
- Assist the CEQA preparer with preparation of response to comments on the draft CEQA document.

Task 2.2 – Biological Resources Study [Carlson Strategic Land Solutions (CSLS)]

2.2.1 – Biological Resources Habitat Assessment and Report

- To meet the requirements of CEQA, a Biological Resources Report will be prepared. The report will include database review, field inspections, habitat mapping, documentation of any sensitive biological resources exist onsite, Jurisdictional Delineation, Burrowing Owl (BUOW) habitat assessment, and calculation and analysis of impacts. Delhi Sands occur within the area, as well as some conservation lands for the Delhi Sands Flower Loving Fly. For budget purposes, the Biological Resource Report includes a field survey, Delhi Sands Flower Loving Fly assessment, and mapping.

2.2.2 – Focused BUOW Surveys

- Should suitable BUOW habitat be found onsite, California Department of Fish and Wildlife (CDFW) protocol requires three additional focused BUOW surveys be conducted in accordance with Step 2 Part B of CDFW protocol. Should the additional surveys be required, the results of the surveys will be incorporated into the Biological Resource Report.

2.2.3 – IS/MND Review

- This task includes review of the Biological Section written for the Initial Study/Mitigated Negative Declaration.

2.2.4 – Meetings, Conference Calls, Coordination

- This task includes budget for phone calls, emails, and meetings as necessary.

2.2.5 – OPTIONAL NOT IN COST ESTIMATE: Wetlands Design and Strategy

- Peter Carlson with CSLS worked with the City of Ontario and several other stakeholders on the Mill Creek Wetlands Project located in the City of Chino. Mill Creek Wetlands (The Cucamonga Creek Watershed Regional Water Quality Project) is a 52-acre natural wetland system that provides water quality, recreation, and habitat restoration benefits, located in the Prado Basin. The project is the result of a multi-agency partnership with the Corps, City of Ontario, City of Chino, San Bernardino County Parks, Orange County Water District, and the Inland Empire Utilities Agency utilizing Corps land and City of Ontario grant funds along with private developer funds to create a \$25 million facility. Peter was instrumental in project design, preparation of CEQA/NEPA documents, and obtaining project approvals from the Army Corps of Engineers and the City of Ontario. The project was given the Outstanding Public Sector Civil Engineering Project Award by the American Society of Civil Engineers in June 2014. Peter was managing the operation of Mill Creek Wetlands until 2021.

2.2.6 – OPTIONAL NOT IN COST ESTIMATE: Regulatory Permitting

- The regulatory permitting task includes preparation of permit applications and extensive coordination with the regulators. Working with the State and Federal agencies is a dynamic and unpredictable process; therefore, this line item includes an assumption of hours. While we push the agencies to move as quickly as possible, the agencies are in sole control of their schedule. We are committed to work efficiently as possible to obtain permits.

Task 2.3 – Cultural Resources Study (Duke CRM)

2.3.1 – Research

- Research will include contacting the South-Central Coastal Information Center (SCCIC) at Cal State University Fullerton (CSUF) to obtain a ½ mile radius records search, and NAHC research using on-line and internal sources (historic maps, aerials, written histories, geology, soils, prehistory, etc.).

2.3.2 – Field Survey

- A Field Survey will be conducted of the approximately 12.5-acre project site.

2.3.3 – AB-52 Support

- Duke CRM will send out 1 round of notification letters via US Certified mail to Tribes included on the City's list of consulting Tribes or the NAHC list. Up to two attempts to follow up by phone/email will be conducted. Any actual consultation will be led by the City, with DUKE CRM's support, if requested.

2.3.4 – Report Preparation

- A technical cultural resources Report will be prepared that will follow the ARMR guidelines (SHPO compliant).

2.3.5 – Stipulations/Exceptions

- o Additional acreage or offsite improvements will require additional budget to cover addition field work.
- o Negative results; if there are any cultural resources discovered within the project additional budget will be required for recordation and possible evaluation.
- o We will prepare one draft report for Enplanners to review and provide comments, one draft for the City to review and provide comments, and one draft and final report for SWRCB to review and provide comments. A final report will be prepared and provided electronically.
- o We did not include NHPA level consultation as we anticipate they will either tag along to the City's efforts or conduct their own consultation.
- o Attendance at any meetings is not included.
- o Enplanners will arrange provide any requested background documentation, if available.
- o Enplanners will provide a project description with depths and quantities of excavation.

Task 2.4 – Vehicle Miles Traveled Screening Analysis (Translutions)

The City of Rialto requires a vehicle mile traveled (VMT) screening memo that includes evaluation of all the specific screening metrics contained in the City's traffic study guidelines. A VMT screening analysis memorandum will be prepared that evaluates the project size, project type, and project location to identify the daily trip generation, identify if the project would be considered locally serving, and evaluate if the project location is either part of a High-Quality Transit Area or a Transit Priority Area. Based on our initial assessment, the project will not generate more than 250 daily trips and therefore, a full VMT analysis will not be required.

Deliverable: Preparation of Air Quality/GHG, Biological Resources, Cultural Resources, and Traffic Studies.

Task 3: Initial Study/Mitigated Negative Declaration (IS/MND)

Task 3.1 - Administrative Draft IS/MND

Enplanners will prepare an Administrative Draft Initial Study (IS) based on the current CEQA Guidelines. Enplanners will summarize adopted/completed reports and studies where relevant to the Project's environmental analysis, including the studies included in this scope of work. Enplanners will join a conference call with City staff to discuss the Administrative Draft IS and the recommended CEQA documentation. Should additional documentation be required beyond an MND, the consultant shall immediately brief the City. Additional expenses under these circumstances shall be negotiable

Deliverable: An Administrative Draft IS for review by City staff.

Meeting: Participation in a conference call to discuss review findings; identification of new studies, surveys, and/or technical reports if any.

Task 3.2 - Draft IS/MND

Enplanners will prepare a Draft IS/MND as appropriate based on the review of the Administrative Draft IS by the City. Enplanners will join a conference call with City staff to discuss the Draft IS. Should additional documentation be required beyond an MND, Enplanners will immediately brief the City. Additional expenses under these circumstances shall be negotiable.

Deliverable: Three (3) hard copies and one (1) electronic copy of Draft IS/MND.

Meeting: Enplanners will participate in a conference call to discuss review findings.

Task 3.3 - Public Review IS/MND and Notice of Intent (NOI)

Upon receipt of the City's comments on the Draft IS, Enplanners will address the City's revisions and comments and will prepare the IS/MND for public release. Enplanners will develop the mailing list for document distribution. Enplanners will distribute copies of the document to the State Clearinghouse and other responsible public agencies per the State CEQA Guidelines (up to 20 total hard copies). Enplanners will assist the City with preparation and filing of all required notices including the NOI for the MND and will provide the City with a list of all mailings for the record.

Deliverable: Up to 20 hard copies of the IS/MND (15 delivered to the State Clearinghouse and 5 to District). Notice of Completion (NOC) to the State Clearinghouse. Prepare Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and file with County Clerk. Identify, process and mail public notification to up to 1,500 adjacent property owners.

Task 4: Responses to Comments and Final IS/MND

Enplanners will respond to public comments received on the IS/MND and prepare a Responses to Comments document for the Final CEQA document. Consultant will provide responses to public comments in the form of a memorandum to the City for review and approval. Although CEQA does not require a Lead Agency to provide responses to commenting agencies or individuals, it is recommended that the City provide responses to all commenting parties ten days prior to the public hearing to consider approval of the CEQA document and Project. We have budgeted 24 hours of staff time to address comments, should excessive comments be submitted a contract amendment may be needed.

Deliverable: One (1) memorandum will be emailed containing proposed responses to public comments.

Task 5: Mitigation Monitoring and Reporting Program (MMRP)

Enplanners will prepare a draft and final MMRP for inclusion in the Final CEQA document, pursuant to Section 1081.6 of the Public Resources Code. Enplanners will submit to City for review and approval.

Deliverable: One (1) electronic copy of the MMRP.

Task 6: Findings and Filings

Enplanners will prepare all necessary CEQA findings for inclusion in the adoption of the CEQA document and use by cross cutter agencies. Enplanners will submit to City for review and approval. Enplanners shall include all required filing fees in this proposal and process the Notice of Determination or final permits to receipt of the client.

Deliverable: One (1) electronic copy in Word of CEQA findings, process of final documents.

Task 7: Project Management and Meetings with City

Enplanners will participate in phone calls and email communication as needed and up to 3 in person meetings. The City may add meetings with an amendment to the scope and budget. Enplanners shall also work with the City to develop State grant required documentation relative to the consultant's team and background, related work products, schedules, fees, and other documentation.

Task 8: Public Hearings

Enplanners will also attend required Committee and Council meetings, up to two (2) total, to answer any questions that may arise about the CEQA analysis.

EXHIBIT "B"

"COST PROPOSAL"

COST PROPOSAL

The following table presents our Cost Proposal to prepare an IS/MND and supporting technical studies for the Project in accordance with the tasks defined in our Technical Proposal. The total cost estimate for performing the associated tasks is \$68,075, which includes \$34,000 in Enplanners Fees, \$33,075 in subconsultant fees, and \$1,000 in reimbursable expenses. All charges for services will be billed based on the hourly rates included in this cost estimate presented below.

Cost Estimate		
Task	Hours	Cost
Task 1: Project Initiation and Project Definition	18	\$2,400
Task 2: Technical Studies		\$33,075
Task 2.1: Air Quality and GHG Study (UC)	NA	\$8,000
Task 2.2: Biological Resources Study (CSLS)	NA	\$5,600
Task 2.3: Cultural Resources Study (Duke CRM)	NA	\$5,600
Task 2.1: VMT Screening Analysis (Translutions)	NA	\$5,600
Task 3: IS/MND	136	\$17,600
Task 3.1: Administrative Draft IS/MND	88	\$11,200
Task 3.2: Draft IS/MND	28	\$4,000
Task 3.3: Public Review IS/MND and NOI	20	\$2,400
Task 4: Responses to Comments and Final IS/MND	32	\$4,400
Task 5: MMRP	12	\$1,600
Task 6: Findings and Filings	6	\$800
Task 7: Project Management and Meetings with City	32	\$4,800
Task 8: Public Hearings	16	\$2,400
Staff Fees		\$34,000
Subconsultant Fees		\$33,075
Reimbursable Expenses		\$1,000
TOTAL COST ESTIMATE		\$68,075

Hourly Billing Rates

The professional services agreement template contained in the RFQ indicates the method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with

specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation. We typically bill monthly based on time and materials with invoices due upon receipt, in accordance with the following hourly billing rates. Any of the payment methods outlined in the RFQ are acceptable with the exception of method (i), because we expect our work efforts associated with this contract to be spread out over a period of at least four months. If acceptable to the City, miscellaneous expenses, such as reprographics, delivery charges, photo processing, mileage and postage are billed as reimbursable expenses for the actual cost.

- Principal - \$200
- Senior Planner - \$150
- Associate Planner - \$100
- Assistant Planner - \$75

Proposal Specifications

The cost estimate is based on the specifications listed below.

- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the City and the Project team needs and other circumstances. Enplanners will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the Scope of Work or schedule changes, Enplanners reserves the right to revise our costs accordingly.
- The City and/or Project team will provide Enplanners with copies of all known documentation relating to the physical or other conditions concerning the Project site within one week after authorization to proceed or within a reasonable time from completion of studies currently being prepared.
- The cost estimate remains open and valid for a period of 120 days from the proposal date. Beyond 120 days, Enplanners reserves the right to reevaluate the estimated costs.
- Hourly rates for additional work beyond the described Scope of Work will be based on the rates provided in this proposal.
- The costs for attending additional meetings (assume two-hour average meeting time and travel time/costs) for an estimated \$750.00 per meeting.

EXHIBIT "C"

"SCHEDULE OF PERFORMANCE"

1. Consultant sha perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer.
2. Consultant sha deliver the work products to the City for review and acceptance by the Contract Officer.
3. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

ATTACHMENT "C"

REQUEST FOR INFORMAL QUOTE (RFQ) #22-067
CEQA Consultant for Lake Rialto Habitat Management and Community Open Space Project

CONFLICT DISCLOSURE FORM



CITY OF RIALTO

**DISCLOSURES REQUIRED BY PERSONS OR ENTITIES
 CONTRACTING WITH THE CITY OF RIALTO***

Pursuant to City of Rialto Municipal Code Section 2.48.510, all persons or business entities supplying any goods or services to the city, or seeking a loan or grant awarded by the city, whether through an application or proposal, shall disclose in such application or proposal whether any city officer, employee, or consultant may have a financial or non-financial interest in the person or business entity, or in any member, employee, owner, or officer of the business entity.

- A financial interest shall mean any interest that is prohibited under state law, including California Government Code Sections 1090 and 87100, and California Code of Regulation Section 18700 *et seq.*
- A non-financial interest shall mean any interest that is prohibited by City of Rialto Municipal Code Section 2.48.450.

For the purpose of helping the City understand whether City personnel might have a conflict of interest in you or your organization, please disclose below whether you or any of your members, employees, paid or unpaid officers, paid or unpaid directors, or owners are (or are related to) a City elected or appointed official, a City officer, or a City employee or consultant.

Name of Your Organization's Affected Member, Employee, Paid or Unpaid Officer, Paid or Unpaid Director, or Owner	Name of City Elected or Appointed Official, City Officer, a City Employee or Consultant	Relationship Between the Two
-	-	-

By submitting this [application/proposal], or supplying any goods or services to the City, the [applicant/vendor/contractor/consultant] hereby attests under penalty of perjury, personally and/or on behalf of the entity [submitting this application/proposal or supplying any goods or services to the City] that no City of Rialto elected or appointed official, employee or consultant has a financial or non-financial interest, as such terms are defined in California Government Code Sections 1090 and 87100 and in City of Rialto Code of Ordinances Section 2.48.145, in the [applicant/vendor/contractor/consultant], except as specifically disclosed herein.

Name of Person/Entity: Raymond V. Hussey

Title: President

Signature: *Raymond V. Hussey* Date: April 22, 2022

Form Date 11/11/2021



VENDOR DEMOGRAPHICS FORM

PLEASE ATTACH W9 TO THIS FORM

150 South Palm Avenue
Rialto, CA 92376
909-820-2525
www.rialto.ca.gov

Organization's Legal Name: Enplanners, Inc.

Physical Address: 1740 Shoemaker Road, Riverside CA 92506

Mailing Address: P.O. Box 55099, Riverside CA 92517

If different from physical

Contact Person #1: Raymond V. Hussey

Phone: (951) 289-5233 Extension: _____

Email: rhussey@enplanners.com

Contact Person #2: Noah Ridlon

Phone: (951) 212-7942 Extension: _____

Email: nridlon@enplanners.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Duran Insurance Network 5000 Birch Street Suite 3000 Newport Beach CA 92660	CONTACT NAME: Brian Duran PHONE (A/C, No, Ext): 888-523-3331 Ext. 102 FAX (A/C, No): 949-335-1912 E-MAIL ADDRESS: Brian.Duran@durannetwork.com														
INSURED EN planners inc. 1740 shoemaker road riverside CA 92506	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hiscox Insurance Company Inc.</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B : The Hartford</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc.	10200	INSURER B : The Hartford	29424	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-4309312-CGL-19	10/22/2021	10/22/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			UDC-4309312-CGL-19	10/22/2021	10/22/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	72 WEC AM55BP	08/17/2021	08/17/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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A	Professional Liability			UDC-4309312-eo19	10/22/2020	10/22/2021	\$1,000,000 OCC/ \$2,000,000 AGG														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Rialto 150 S Palm Ave Rialto CA 92376	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Brian Duran</i></p>
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BUSINESS LICENSE

Expires on: 12/31/2022

License Number: BL22-0332
Effective Date: 6/8/2022
Business Type: PROFESSIONAL SERVICE
CITY CONTRACT-PROFESSIONAL SERVICE AGREEMENT

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.

Business Address
1740 SHOEMAKER RD

Business Name & Mailing Address
ENPLANNERS, INC
ENPLANNERS, INC
P.O. BOX 55099
RIVERSIDE, CA 92517

A handwritten signature in black ink that reads "Marcus Fuller".

Business Licenses are non-transferable

VALID ONLY WHEN SIGNED