



City of Rialto Public Works

Director of Public Works: Yazdan Emrani. P.E.
Phone: (909) 421-7279

REQUEST FOR PROPOSAL #26-028 TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

Closing Date: 4:00 P.M., Thursday, June 4, 2026

RFP Number:	26-028
Due Date:	6/4/2026 2026
Time:	4:00 PM
Project:	NPDES SERVICES

Proposers shall submit three fully executed hard copy proposals and one digital copy to be received no later than 4:00 PM, THURSDAY, JUNE 4, 2026.

NOTE: Three hard-copy proposals shall be submitted via mail to 150 S. Palm Ave., Rialto, CA 92376. Also, a digital copy shall be submitted through PlanetBids. Please refer to the Bid Opportunities through PlanetBids at:

<https://pbsystem.planetbids.com/portal/28159/bo/bo-search>



CITY OF RIALTO, CALIFORNIA

NOTICE FOR REQUEST FOR PROPOSALS #26-028 TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

NOTICE IS HEREBY GIVEN by the City of Rialto (City) is requesting proposals from qualified professional firms to provide the City with **Technical Consultant Services to Assist with the National Pollution Discharge Elimination System (NPDES) Program, (hereinafter the "Project")**.

SCOPE OF SERVICES: The scope of work will consist of providing technical consultant services to assist with the National Pollution Discharge Elimination System (NPDES) Program within the City of Rialto.

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded through PlanetBids at: <https://pbsystem.planetbids.com/portal/28159/bo/bo-search>

To obtain RFP Documents and Addenda will require the Proposer to register with the City of Rialto Vendor Portal.

For assistance with accessing RFP Documents or with registering as a Vendor, please contact the Purchasing Division at (909) 820-2570.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the One-Step Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE IS NOT PART OF THE EVALUATION CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the City Manager or City Council in accordance with Chapter 2.48 of the Rialto Municipal Code. The selected firm will be required to comply with all insurance and license requirements of the City. The City also reserves the right to reject all submitted proposals and cancel the RFP or reissue the RFP.

DEADLINE: Three hard-copy proposals shall be submitted via mail to 150 S. Palm Ave., Rialto, CA 92376 before **4:00 P.M., Thursday, June 4, 2026.** Also, a digital copy shall be submitted through PlanetBids before **4:00 P.M., Thursday, June 4, 2026.**

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Yazdan Emrani, P.E.
Director of Public Works



CITY OF RIALTO, CALIFORNIA

**NOTICE FOR REQUEST FOR PROPOSALS #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

Requests for Proposals #26-028, for TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM (hereinafter the “RFP”) will be received via mail to 150 S. Palm Ave., Rialto, CA 92376 by THURSDAY, JUNE 4, 2026, at 4:00 PM. Proposals sent by any other means will NOT be accepted. Late proposals will not be accepted. Failure to acknowledge Addenda may render a proposal as being non-responsive.

1. PURPOSE AND SCHEDULE:

The City of Rialto is requesting proposals from qualified professional firms to provide the City with TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

SCHEDULE:

Notice requesting Proposals posted and issued Wednesday, May 13, 2026
Deadline for receipt of Questions Wednesday, May 20, 2026
Deadline for receipt of proposals..... Thursday, June 4, 2026

**Dates above are subject to change.*

“KEY” TO RFP ATTACHMENTS:

- ATTACHMENT A – Signature Authorization and Addenda Acknowledgement**
- ATTACHMENT B – Non-Collusion Affidavit Form**
- ATTACHMENT C – Conflict Disclosure Form**
- ATTACHMENT D – Debarment and Suspension Certification**
- ATTACHMENT E – Non-Discrimination Certification**
- ATTACHMENT F – Local Business Preference Form**
- ATTACHMENT G – Sample Professional Services Agreement**

2. BACKGROUND:

The City of Rialto was incorporated in 1911 but can trace its roots to the 15th century when the Serrano Indians settled in the region. Over the next 500 years, Rialto went through multiple iterations – as a Mexican land grant, a ranching and railroad center, a popular stop along Route 66, and, ultimately, a thriving population and economic center for Southern California’s Inland Empire.

According to the 2020 U.S. Census, 104,026 people live in Rialto. Rialto is 4 miles wide and 8.5 miles long (24.13 square miles). The City operates as a general law City with a City Council-City Manager form of government. Five Council members serve four years, overlapping terms, with elections held every two years.

Rialto is an ethnically diverse and progressive community, which boasts several unique community assets including its own Police and Fire Departments, a City owned Racquet and Fitness Center, Performing Arts Theater, a Community Center and Senior Center. Rialto is conveniently located to various recreational pursuits from the mountains, beaches, and desert.

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface

waters. CWA was based on laws enacted in 1948 and was then referred to as the Federal Water Pollution Control Act. The Act was significantly reorganized and expanded in 1972 and became known as the "Clean Water Act."

The CWA made it unlawful to discharge any pollutant from a point source into navigable waters, unless a permit was obtained. EPA's National Pollutant Discharge Elimination System (NPDES) permit program controls discharges. Point sources are discrete conveyances such as pipes or man-made ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need an NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to surface waters.

The "CWA" establishes requirements for the discharge of urban runoff from the Municipal Separate Storm Sewer System ("MS4") under the "NPDES" program. The Santa Ana Regional Water Quality Control Board ("RWQCB") issued Permit Order No. R8-2010-0036 ("MS4 Permit") to authorize the discharge of urban runoff from the collective San Bernardino County MS4s within the Region on January 29, 2010. This is the fourth MS4 permit issued to the area-wide San Bernardino County Storm Water Program ("area-wide MS4 program") since the RWQCB issued the first permit in 1990 and regulates discharges from all MS4 facilities within the Santa Ana River watershed in San Bernardino County. The MS4 Permit expired on January 28, 2015, and remains in effect under administrative extension by the Regional Board pending adoption of a new permit.

The MS4 Permit coverage includes the San Bernardino County Flood Control District ("District"), San Bernardino County ("County") and sixteen municipal jurisdictions, including the City of Rialto. The District is the Principal Permittee, while the other jurisdictions are considered "Co-

Permittees.” Although all Permittees work cooperatively to implement the area-wide MS4 program, as a Co-Permittee the City of Rialto is ultimately responsible for compliance with the MS4 Permit within the City.

3. SCOPE OF SERVICES:

The following scope of services is provided for the selection process. The City may alter the scope prior to executing a professional services agreement with the selected firm.

The selected Consultant shall provide a variety of MS4/NPDES related services to the City on an as-needed/as-requested basis. Overall, Consultant shall provide services which encompass all aspects of the NPDES program as it pertains to the Federal Clean Water Act, the Porter-Cologne Act, the statewide General Permits relating to Construction, Industrial, DeMinimus and all related regulations, policies, procedures and actions as implemented by the State Water Resources Control Board. Further, the Consultant shall provide policy assessment, scientific understanding and field implementation necessary to provide comprehensive support to the City as it relates to the Waste Discharge Requirements for The County of San Bernardino And The Incorporated Cities Of San Bernardino County, Under Santa Ana Regional Water Quality Control Board Order No. R8-2010-0036, NPDES No. CAS 618036, Area-wide Urban Storm Water Runoff Permit and any successor permits.

The City is looking for a Consultant that has a comprehensive understanding of the NPDES program and can provide the capacity to advise the City on policy issues, review, develop and update ordinances, resolutions, processes, Local Implementation Plans and procedures within the City, perform independent and systematic design and WQMP reviews and integrated inspection services as they relate to construction, commercial, industrial and residential sites, while ensuring the professional development and understanding of the City’s existing staff.

Further, the City desires a Consultant which can provide immediate and appropriate technical support to the City’s Development, Administration, Finance, Inspection, Maintenance, Utilities, and Engineering staff to ensure that the City has a comprehensive, integrated program that dovetails with other programs such as water conservation, landscape maintenance, water and wastewater operations. The selected Consultant shall have a track record of working with the business community as a resource while ensuring that the development and business communities come into compliance with applicable NPDES requirements in a timely and fair approach. Finally, the selected Consultant should be able to initiate enforcement actions, if necessary, for the regulated community to comply with the City’s Ordinances, including but not limited to NPDES, Water Conservation, Illicit Discharge and Fats, Oils and Greases. The City desires a “one-shop” approach in a combination of prime and sub-consultants to ensure full integration of the various components of the NPDES programs and to avoid gaps in program implementation.

The following sections provide further details regarding the City’s needs and requirements:

A. DESIGN AND DEVELOPMENT PROCESS NPDES/WQMP SUPPORT

The selected Consulting Firm would be expected to ensure that NPDES Low

Impact Development (LID) principles are included and incorporated within the development process at an early point to ensure that future development meets the City's NPDES and Low Impact Development requirements. Said scope of work shall include the Water Quality Management Plan (WQMP) processes set forth in the San Bernardino County MS4 Permit. The work may include the review and revision (redline) of submitted WQMPs to the City by private developers, the review of WQMP documents for public projects, and other technical support necessary to ensure a fully integrated NPDES program within the City's development processes. The City is considering the following specific activities and services:

1. Participate as an active member of the development processes within the City, including but not limited to assisting the Planning Department in pre-design reviews using the Hydrologic Conditions of Concern web system to provide appropriate consultation to the development community to ensure a streamlined development submission.
2. Conduct development reviews and assist the Planning and Engineering Divisions as it relates to working with developers in the planning phase to incorporate LID principals into each development to minimize time and cost delays.
3. Provide technical consultation to the City relating to Water Quality Management Plans including but not limited to technical consultation with the individual developer on the WQMP from initial submission to final acceptance for both public and private work. This shall include ensuring compliance with application submittal requirements, conformance with the City of Rialto Landscape Standards, Water Efficient Landscape Ordinance, applicable specific plan requirements, adopted Design Guidelines and General Plan principals, streetscape plans, and appropriateness of proposed design to surrounding developments including, but not limited to:
 - a. Ensure compliance with the requirement set forth in the County of San Bernardino WQMP Template;
 - b. Review of Best Management Practices (BMP) selections proposed in a WQMP submittal as it relates to functionality, maintainability and effectiveness;
 - c. Be available as a technical advisor, as needed, to participate in meetings with Planning and/or Engineering staff to review and comment on conceptual or long-range planning studies (which may include specific plans, master plans, transportation plans, WQMPs, landscape and tree ordinances) as requested by City staff;
 - d. Consultant must understand San Bernardino County WQMP requirements and procedures as applicable to the City of Rialto;

- e. Inspect WQMP BMP installation at various stages of construction to ensure compliance with standards and approved WQMP and construction drawings;
 - f. Performs field inspections for finished BMP installations to ensure compliance with underlying Permits and Conditions of Approval, applicable water quality standards and including codes and regulations of the City, County, State, and Federal agencies;
 - g. Inspect post construction BMPs for structural integrity, sediment accumulation, vegetation or filtration media condition, drainage performance, inlet/ outlet condition, erosion, and clogging;
 - h. Keep computerized schedules and records and prepare reports and corrections and punch lists, as required.
4. Consultant may be responsible for the preparation and or review of SWPPP/WQMP requirements for any Public projects, and may include but not be limited to, reviewing language to be inserted in public bid documents, reviewing the preparation of Storm Water Pollution Prevention Plans (SWPPP), WQMP documents or other components required for the public project. Consultant shall be responsible for assisting the City in inputting any documents required under the General Construction Permit for a public project, including but not limited to Notice of Intents, Annual Reports, SWPPPs and Notices of Termination as needed. As an alternative, the Consultant may be asked to prepare SWPPPs and or WQMP documents for public projects, and to act as the City's NPDES Compliance Officer for Capital Improvement Projects on a project-by-project basis, depending on the needs of the City.
 5. Other necessary tasks, as assigned, to support the scope.

B. NPDES PROGRAM ADMINISTRATION AND REPRESENTATION

The selected Consultant shall act as the City's designated representative as it relates to working with the Principal Permittee (San Bernardino County), other co-permittees, regulators such as the Santa Ana Regional Water Quality Control Board, other agencies and organizations, including but not limited to Santa Ana Watershed Project Authority, the business community, environmental organizations and the general public. Consultant shall be responsible for the administration and reporting requirements set forth in the NPDES permit and as needed by the city for the efficient and effective operation of the NPDES program. The following are necessary and typical for the City to comply with the NPDES program requirements and to ensure adequate involvement by the City in the NPDES Permit program:

1. Consultant shall attend and adequately represent the city at the following

meetings:

San Bernardino County Stormwater General Meeting, including but not limited to the following subcommittees: Fiscal, Comprehensive Bacteria Reduction Plan (CBRP), MS4 Database, Public Education, Training or other ad-hoc committees as created. Consultant shall have appropriate and demonstrated technical involvement and historical understanding of the activities of these meetings.

- a. Middle Santa Ana River TMDL Task Force.
 - b. Basin Monitoring Program Task Force.
 - c. Emerging Constituents Task Force.
 - d. Santa Ana Regional Water Quality Control Board.
 - e. Santa Ana Watershed Project Authority meetings relating to grants, water conservation or other interdisciplinary activities related to the NPDES.
 - f. Attend City Capital Improvement Status meeting, Design Review Committee, Economic Development Committee, Utility Commission meeting, Planning Commission, or City Council meetings as requested.
2. Consultant shall be responsible for administering the NPDES program within City operations, including but not limited to preparation of the annual report submission for the County; assistance in preparation of budget submission, special studies and other efforts as requested by the City; maintain and update the MS4 Database as provided by the County of San Bernardino;
- and, develop and present technical memos and policy papers as necessary to provide information to the City staff, the Principal-Permittee, Co-Permittees and elected officials.
3. Meet regularly with the Public Works Department liaison to provide appropriate updates and status reports on various projects, to seek input and to respond to requests as appropriate.
 4. Shall assist the City in identifying and submitting applications for grants related to the NPDES program, or other associated programs such as water conservation, facilities, and others.
 5. Assistance in preparation of fee studies, cost recovery models or other activities in support of the program.

6. Consultant shall have the capacity to review, analyze and provide technical, scientific and policy assessments as it relates to analyzing proposed permits, TMDLs and resulting regional wide programs. Consultant shall be able to communicate effectively the impacts and costs associated with proposed actions by the regulators and be able to present said findings to the City staff and elected officials, other elected or appointed bodies either orally or in writing.
7. Review and update the City's Local Implementation Plan (LIP) on an annual basis and prepare revisions as necessary to comply with current operations, NPDES Permit requirements or other requirements which affect the operation of the LIP.
8. Review and update the City's Stormwater Ordinance on an annual basis and prepare revisions as necessary to improve enforcement of the NPDES program within the City.
9. Coordinate the invoicing of the City's NPDES Inspection Fee program, including but not limited to: reviewing and revising the designations and classifications for individual businesses within the City; field checking businesses to determine the appropriate prioritization of the business; assisting city staff in accounting and invoice preparation, including preparation of invoice master lists for billing; and, reconciling the City's business list against the MS4 database in order to maintain a current record of businesses for both inspection and invoicing purposes.
10. Coordination with other water conservation organizations and agencies including, but not limited to, Rialto Water Service/Veolia, and SAWPA.
11. Other administrative activities as requested in support of the NPDES program or other associated programs, including water, wastewater and landscaping.

C. INSPECTION PROGRAM

The selected Consultant shall have the capability of providing a variety of inspection services as it relates to Construction, Commercial, Industrial, Restaurants and Municipal Facilities. The inspection programs shall include compliance with the current version of the General Construction Permit, the General Industrial Permit, the MS4 Stormwater Permit and other programs as applicable. The Consultant shall prepare appropriate written inspections, including documentation and photos as needed to ensure compliance by the inspectee as it relates to the various programs. The Consultant shall also perform other types of inspections, including Fats, Oils and Greases, investigations of alleged and reported Illicit Connections – Illicit Discharge and other inspections. Consultant shall issue Notices of Correction and Notices of Violations to the inspectee, shall

maintain a record of follow-up inspections, and shall document evidence as necessary in support of prosecution if necessary. Consultant inspection staff shall have the ability to issue Administrative Citations, and Consultant's Inspection staff shall have PC832 Certification within 60 days of start of contract. Consultant staff shall have Qualified Stormwater Practitioner training and at least one of the supervising inspectors shall be certified as a QSP upon start of the contract. Consultant shall input and update the MS4 Database on a routine basis as part of the inspection program. Consultant staff shall include Spanish speaking inspectors to ensure that inspection program requirements are appropriately communicated to non-English speaking inspectees. Consultant shall provide inspections for the following program areas:

1. **Commercial** – Consultant shall inspect each applicable commercial business on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, and any other information appropriate to the NPDES program. Consultant shall secure on a monthly basis the names and addresses of all new commercial businesses issued licenses by the City and conduct an initial inspection of the business using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Rialto Water Services/Veolia wastewater operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the MS4 Database and shall subsequently maintain all inspections within the MS4 Database as appropriate. Inspections shall comply with the requirements of the current version of the County of San Bernardino MS4 Permit. Consultant shall use forms developed by the City for documenting each inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.
2. **Industrial** - Consultant shall inspect each applicable industrial business on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, whether the business is listed in the General Industrial Permit, and other information as appropriate. Consultant shall secure on a monthly basis the names and addresses of all new industrial businesses issued licenses by the City, conduct an initial inspection of the business using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Rialto Water Services/Veolia wastewater operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the MS4 Database and shall subsequently maintain all inspections within the MS4 Database as appropriate. Consultant shall consult with Regional Water Quality Control Board staff as appropriate to ensure that the industrial businesses are complying and covered by the General Industrial Permit as appropriate. Consultant shall use forms developed by the City for documenting each inspection. Consultant shall perform follow-up inspections as necessary to

ensure corrections of Notices of Correction or Notices of Violations.

3. **Restaurants** - Consultant shall inspect each applicable restaurant on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, the presence of grease interceptors and any other information appropriate to the NPDES program. Consultant shall secure on a monthly basis the names and addresses of all new restaurants issued licenses by the City, conduct an initial inspection of the restaurant using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Rialto Water Services/Veolia wastewater operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the MS4 Database and shall subsequently maintain all inspections within the MS4 Database as appropriate. Inspections shall comply with the requirements of the current version of the County of San Bernardino MS4 Permit. Consultant shall be required to conduct a physical inspection of each grease interceptor, including determining the remaining capacity and need for services on a frequency consistent with the City's Fats, Oils and Grease Program – please note that the frequency of FOG inspections may be greater than the frequency set forth in the NPDES Inspection Program. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.
4. **Post Construction BMPS** – Consultant shall perform Post Construction BMP Inspections of all BMPS included with current and past WQMP documents to ensure compliance with the requirements of the current version of the San Bernardino County NPDES MS4 Permit. At minimum, all Post Construction BMPs shall be inspected once every three years and at a greater frequency if issues are identified. Consultant shall work with property owners, property managers and tenants to ensure that BMPs are operating as set forth in the WQMP document, and that said BMPs are being properly maintained to ensure maximum effectiveness for pollutant removal. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notice of Corrections or Notice of Violations occur. Consultant shall input inspection information into the MS4 database on a routine basis.
5. **Construction Sites** – Consultant shall perform Construction site inspections in compliance with the current General Construction Permit, the County of San Bernardino MS4 Permit and the City's current Storm Water Ordinances. Inspections shall be at the frequency determined by the requirements set forth in the County of San Bernardino MS4 permit. Consultant shall attend the City's weekly Design Review Committee and Capital Improvement Status meetings as well as obtain on a weekly basis

a list of current public and private construction projects which have been issued grading permits. The Consultant shall review the State SMARTS system to verify that a project has obtained coverage as appropriate under the General Construction Permit and shall conduct an initial inspection to determine on-site compliance as necessary. Based on the type of construction, the Consultant shall establish an inspection schedule consistent with the priorities set forth in the MS4 Permit and shall maintain set schedule as required during the wet and dry seasons. Consultant inspection staff shall have their QSP Certification to conduct inspections. For public projects, the Consultant shall be responsible, in coordination with city staff, for inputting City projects into the SMARTS system, shall be responsible for ensuring that the public construction site maintains adequate on-site BMPs, shall perform all necessary inspections, record keeping and filing of annual reports, including but not limited to obtaining Notice of Intent filings, filing of all required documents into the SMARTS system, filing of Annual Reports if required by the duration of the construction project, and filing of Notice of Termination under the direction of the City Engineer. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.

6. **Odor Response Assessment** – Consultant shall perform odor response assessment as needed utilizing a gas analyzer where applicable and related to NPDES/FOG activities and facilities.

D. TRAINING

Consultant shall be capable of providing annual in-house training programs on various aspects of the NPDES program. Training may include one-on-one mentoring, classroom, tailgate or Zoom sessions. In addition, Consultant shall maintain training records and input training records into the MS4 Database on a routine basis. Training topics may include but are not limited to:

1. Integration of NPDES requirements throughout the development process, including use of the HCOC system, the Watershed Action Plan requirements, WQMP components and Construction inspection requirements within the development process;
2. Integration of the General Construction Permit and the General Industrial Permit, and other statewide requirements into City operations;
3. Compliance with NPDES requirements in Municipal facilities;
4. Other specific training as determined by the City.

4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements. Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Rialto relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Rialto will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

5. SELECTION PROCESS:

This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

6. PROPOSAL EVALUATION CRITERIA:

This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals are not considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals submitted. The Evaluation Committee may request, if desired by City, formal presentations/interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole**

expense of the firms replying to this RFP. The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

A. Understanding of City’s Request for Qualifications needs (15 POINTS):

The firm’s proposal must concisely demonstrate that the firm has a unique understanding of the City’s needs based upon the RFP. Proposals will be evaluated on the following general criteria:

- i. Without a verbatim recitation of the information contained within this RFP, convey an understanding of the intent of the RFP and of the City’s expectations upon implementation of the scope of services required under this RFP.
- ii. Identify and discuss “key” or “critical” aspects of the potential services delivered as identified in this RFP, based on prior experiences. Identify methodologies for managing delivery of the services, modes of communication, how the work tasks will be controlled, how the work assignments will be tracked and how project status will be reported.
- iii. Provide a detailed Scope of Work identifying how all of the services will be provided and deliverables completed. The detailed technical scope of work outline must be identical to the outline of tasks and sub-tasks identified in the Cost Proposal. This is to ensure that the final agreed contract has a scope of work and payment schedule which correlate to one another.

B. Project Manager’s Qualifications (30 POINTS):

The firm’s proposal must concisely demonstrate the qualifications of the project manager to be assigned to manage and provide services related to the RFP. Identify:

- i. The name and qualifications of the Project Manager to be assigned.
- ii. The total number of projects the Project Manager (assigned as a “Project Manager”) has successfully completed, and what phases of the project were included.
- iii. The total number of projects the Project Manager is currently engaged in which involve professional services as described for this RFP.
- iv. How many years the Project Manager has been currently employed with the Consultant’s firm. Identify how many years the Project Manager has been previously employed with other firms and identify the number and name of the other firms.
- v. How the Project Manager can or will have sufficient time and resources devoted to the firm’s proposal, given current and future time commitments, if selected.

C. Firm’s Qualifications (30 POINTS):

The firm’s proposal must demonstrate past experience with services similar to those requested in the RFP. The proposal shall include the following information:

- i. List the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under. California DIR number must be provided.
- ii. List the name and title of the firm's principal officers with the authority to bind the company in a contractual agreement.
- iii. List the firm's specific and relevant experience with the requested professional services. Identify firm capabilities and the services provided by the firm directly and those provided through sub consultants; provide detailed project specific information, including type of work, dates, agency contact information and other appropriate supporting information, etc.
- iv. Indicate the name of sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise relevant to the services identified in the RFP. California DIR number(s) must be provided for all proposed sub-consultants.

D. Firm's Resources (20 POINTS):

The firm's proposal must demonstrate how it has sufficient resources to provide the requested professional services in the time frame required.

- i. Describe the firm's ability to assign additional resources as demand for services may increase dependent upon the City's needs. Identify the lead time required to respond to a request for services, to prepare a cost proposal, and/or to implement additional staff resources.
- ii. Provide a thorough organization structure/chart of staff resources that will be used and available to provide the requested services. Specify how the consultant and its subconsultant(s) will address tasks and sub-tasks to meet the City's needs for the services identified within this RFP.

E. Local Business Preference (Bonus 5 POINTS):

This solicitation is subject to the provisions of Rialto Municipal Code (RMC) Chapter 2.47 – Local Business Preference. Pursuant to RMC section 2.47.020 a "Qualified Local Business" means a business that: (1) has maintained an office, place of business or distribution point within the city for a period of one year preceding the date upon which a bid is required to be submitted to the city; (2) has secured all licenses and permits necessary to conduct business in the city and has paid all fees and taxes imposed by the city; (3) consents, in writing, to a reduction of its original bid by a percentage determined by the city council and to enter into a contract with the city for the preference bid amount; and (4) meets all other qualifications required to perform the contract for which its bid has been submitted. Pursuant to RMC section 2.47.030 the City may apply a reduction of up to five percent of the amount of the original bid submitted by each qualified local business for any particular project, purchase or service for which the city has solicited bids to achieve a preference bid for each qualified local business. As this solicitation is for professional services where price is not a factor, implementation of the Local Business Preference required by RMC Chapter 2.47 shall be as a 5-point bonus to the evaluation score. Only those Qualified

Local Businesses meeting the criteria in RMC Chapter 2.47 will receive the 5-point bonus. All other firms will receive zero points. Firms must submit the Local Business Preference Form (see **Attachment F**).

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of forty (40) pages (folded 11"x17" sheets are acceptable)**, including an organization chart, staff resumes and appendices, and cover letter. (A minimum font size of 10 points must be used). **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 40-page limit.

Each proposal must include the Work Proposal and the Cost Proposals as outlined below:

The Work Proposal shall be provided in PDF format. The Work proposal files shall be named beginning with your Firms Name; then "Work Proposal" and shall include the following items:

- Completed Signature authorization and Addenda Acknowledgment (see **Attachment A**)
- Completed Non-Collusion Affidavit Form (see **Attachment B**)
- Completed Conflict Disclosure Form (see **Attachment C**). Note: the Consultant and all Sub-Consultant Firms are required to submit Attachment C.
- Completed Debarment and Suspension Certification (see **Attachment D**). Note: the Consultant and all Sub-Consultant Firms are required to submit Attachment D.
- Completed Non-Discrimination Certification (see **Attachment E**). Note: the Consultant and all Sub-Consultant Firms are required to submit Attachment E.
- If applicable, a completed Local Business Preference Form (see **Attachment F**).
- Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- Related Experience; include relevant experience date, name of agency, and reference name/contact information

Cost Proposals shall be named beginning with your Firm's Name; then "Cost Proposal", and shall include the following items:

- Firms are required to provide a fully detailed cost proposal identifying all task items, hourly rates, and other direct expenses involved with delivery of the requested services. If an "on-call" type of service is requested, provide a fully detailed hourly rate schedule with list of reimbursable expenses involved.
- Cost proposals shall be provided as a separate file, which will not be opened until the consultants ranking process is complete

DEADLINE FOR SUBMISSION OF PROPOSALS: All hard copy proposals must be received via mail to 150 S. Palm Ave., Rialto, CA 92376. Also, a digital copy shall be submitted via PlanetBids.

The deadline to receive both the hard copy and the digital proposals is: **Thursday, June 4, 2026 at 4:00 PM.**

Late proposals will not be accepted and will be considered non-responsive.

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

All questions, technical or otherwise, pertaining to this RFP must be submitted electronically via the Q&A tab of this RFP #26-028 on the PlanetBids website.

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is WEDNESDAY, MAY 20, 2026.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the standard Professional Services Agreement (see **Attachment G**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all services identified in the RFP document. ***However, the City reserves the right to award a contract to multiple firms or to a single firm, or to make no award, whichever is in the best interest of the City.*** It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Rialto and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been

officially agendaized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations".

PROPOSAL INFORMALITIES OR DEFECTS: The City of Rialto reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new RFP's, as best serves the interests of the City.

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the requirements contained in the RFP documents will not be accepted.** Exceptions to the City's standard Agreement terms and conditions, including insurance requirements, may be considered in the evaluation process; however, the City makes no guarantee that any such exceptions will be approved. Any exceptions to the standard Agreement must be identified in the submitted Proposal.

ATTACHMENT "A"

REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

SIGNATURE AUTHORIZATION

PROPOSER: _____

A. I hereby certify that I have the authority to submit this Proposal to the City of Rialto for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

SIGNATURE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- An individual;
- A partnership, Partners' names: _____

- A company; (registered in _____)
- A corporation; (incorporated in _____)

2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # _____ is/are hereby acknowledged.

The "Small Business Concerns Information" sheet shall be included as part of Attachment "A".

Attachment "A" – Small Business Concerns Information

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: _____
- (2) Address: _____
- (3) Phone No.: _____ Fax No.: _____
- (4) E-Mail: _____
- (5) Type of Firm: (Check all that apply)
_____ Individual _____ Partnership _____ Corporation
_____ Minority Business Enterprise (MBE) _____ Women Business Enterprise (WBE)
_____ Small Disadvantaged Business (SDB) _____ Veteran Owned Business
_____ Disabled Veteran Owned Business _____ Other
- (6) Business License: _____ Yes _____ No License Number: _____
- (7) Tax Identification Number: _____
- (8) Names and Titles of corporate members of the firm:

- (9) Three (3) projects of this type recently completed:
Type of project: _____
Contract Amount: _____ Date Completed: _____
Owner: _____ Phone: _____
Type of project: _____
Contract Amount: _____ Date Completed: _____
Owner: _____ Phone: _____
Type of project: _____
Contract Amount: _____ Date Completed: _____
Owner: _____ Phone: _____

ATTACHMENT "B"

**REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM
NON-COLLUSION AFFIDAVIT**

The undersigned, being first duly sworn, deposes and says that he or she is the following person authorized to submit the attached proposal from the following firm (herein the "Proposer"):

Further, that the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: _____
Signature

Title: _____

Subscribed and sworn to before this ____ day of _____, 20__.

ATTACHMENT "C"

**REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

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: _____

Title: _____

Signature: _____ Date: _____

Form Date 11/11/2021

ATTACHMENT "C"
CONFLICT DISCLOSURE FORM

2.48.450 Employee conflict of interest.

- (1) No covered person shall participate in the making of a grant or contract by the city in which the covered person has a conflicting interest.
- (2) For purposes of this section, the following definitions shall apply:
 - (a) A “covered person” includes any person who holds an elected or appointed City office, a City officer, a City employee, and any person who is a consultant to the City.
 - (b) A “conflicting interest” includes, but is not limited to, those decisions where:
 - (i) A covered person holds or has held within the previous twelve months a position with a potential grant or contract recipient;
 - (ii) A close relative of a covered person holds or has held within the previous twelve months a position with a grant or contract recipient;
 - (iii) A close relative of the spouse or domestic partner of a covered person holds or has held within the previous twelve months a position with a grant or contract recipient.
 - (c) “Position” includes the status of a member, employee, owner, paid or unpaid officer of, paid or unpaid leadership position in, or had an ownership interest in, a grant or contract recipient.
 - (d) A “close relative” includes a spouse, parent, grandparent, child, grandchild, aunt, uncle, or cousin.
 - (e) “Participate in the making of a grant or contract” includes participation in: drafting a solicitation or contract; negotiating, voting on, approving, or executing a grant or contract; discussion of same with any city officer or employee; or attempts in any way to influence the making of a grant or contract.
- (3) This prohibition shall not apply to a contract let by written competitive bid where the contract will be awarded to the person or entity who submits the lowest responsible and responsive bid.
- (4) Except for the Mayor or a member of the City Council, a covered person may request a waiver of any potential conflict of interest in writing from the City Manager. Any request for such a waiver must include full disclosure of the potential conflict of interest and a statement detailing any mitigating factors. The request and the City Manager’s response shall be provided to the City Council prior to any vote to approve the contract or grant, or if City Council approval is not required, at least five days before the contract or grant is approved. The request and the City Manager’s response shall be considered a public record.
- (5) The prohibitions in this section are in addition to any applicable federal or state conflict of interest laws, including but not limited to Government Code section 1090, and Government Code section 87100 *et seq.*

**ATTACHMENT “C”
CONFLICT DISCLOSURE FORM**

- (6) Any person who violates this section is subject to the following:
- (a) Public censure;
 - (b) If the conflict of interest was in the making of a contract, a prohibition from participation in the making of a contract by the city for a period of time up to twelve (12) months from the date of the imposition of the discipline;
 - (c) If the conflict of interest was in the making of a grant, a prohibition from participation in the making of a grant by the city for a period of time of up to twenty-four (24) months from the date of the imposition of the discipline;
 - (d) An administrative fine pursuant to Chapter 1.10 of this code.
- (7) The discipline specified herein may be imposed:
- (a) By the City Manager in the case of any employee or consultant who violates this section.
 - (b) By the City Council in the case of any person who holds an elected or appointed City office, or any City officer who violates this section.

ATTACHMENT "D"

**REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: _____

(Date)

(Signature)

(Name & Title)

ATTACHMENT "E"

**REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

NON-DISCRIMINATION CERTIFICATION

In connection with its performance under this Agreement, the Consultant hereby certifies that it shall not discriminate in its employment with regard to age, handicap, race, color, religion, gender, gender identity, sex, sexual orientation, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Consultant Name: _____

(Date)

(Signature)

(Name & Title)

Attached herewith is a copy of the Consultant's currently adopted equal opportunity employment program.

ATTACHMENT "F"

**REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

LOCAL BUSINESS PREFERENCE FORM

I certify that the following business I represent is submitting a proposal as a "Qualified Local Business" in accordance with Chapter 2.47 of the Rialto Municipal Code and satisfies the following criteria:

- (1) It has maintained an office, place of business or distribution point within the city for a period of one year preceding the date upon which the proposal submitted herewith is required to be submitted to the city.
- (2) It has secured all licenses and permits necessary to conduct business in the city and it has paid all fees and taxes imposed by the city.
- (3) It meets all other qualifications required to perform the contract for which its bid has been submitted.

I hereby request a 5-point bonus to the evaluation score in accordance with the RFP Documents. I make this certification with the full knowledge that I personally, and the following business I represent, may be subject to penalties and remedies pursuant to Section 2.47.070 of the Rialto Municipal Code for misrepresentation as a Qualified Local Business, including, but not limited to, a restriction from submitting any future proposal and award of a contract for a period of three (3) years.

Company Name: _____

Address: _____

Type of Products or Services: _____

Business License Number: _____

Phone Number: _____

Owner's Name: _____

Total number of employees _____ Total number of employees that reside in the City _____

Attached herewith is a copy of our City of Rialto Business License.

Signature

Printed Name / Title

ATTACHMENT "G"

**REQUEST FOR PROPOSAL #26-028
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND**

(FIRM NAME)

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 20 __, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and (FULL LEGAL NAME OF FIRM), ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Proposals No. 26-028, the performance of professional services related to National Pollution Discharge Elimination System (NPDES) Program, 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 (SPECIFY SCOPE OF SERVICES INCLUDING RELATED CAPITAL PROJECT INFORMATION IF AVAILABLE), 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 Proposals No. 26-028; 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 **(SPECIFY CONTRACT SUM) (\$XXXX.XX)** (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. 26-028, (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:

(Name)

(Title)

(Name)

(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. 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. 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. 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 City need not provide the Consultant 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: (SPECIFY FIRM NAME)
(SPECIFY ADDRESS)
(SPECIFY ADDRESS)
(SPECIFY CONTACT NAME)
(SPECIFY PHONE/FAX/EMAIL)

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: _____
Tanya Williams
City Manager

CONSULTANT:

(SPECIFY FIRM NAME) a (State) corporation

By: _____
Name
Title

ATTEST:

By: _____
Barbara A. McGee
City Clerk

Name
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

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

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide (SPECIFY SCOPE OF SERVICES INCLUDING RELATED CAPITAL PROJECT INFORMATION IF AVAILABLE – THIS INFORMATION SHOULD BE IDENTICAL TO THE SCOPE OF SERVICES PROVIDED BY THE CITY IN THE RFP DOCUMENT). Specifically, Consultant shall provide those services as outlined in its proposal dated (SPECIFY DATE OF CONSULTANT'S PROPOSAL), included on the following pages.

DRAFT

EXHIBIT "B"

"COST PROPOSAL"

DRAFT

EXHIBIT "C"

"SCHEDULE OF PERFORMANCE"

DRAFT



DEPARTMENT
OF
PUBLIC WORKS

City of
RIALTO

Incorporated 1911
City of Rialto
150 S. Palm Avenue, Rialto, CA 92376
909-820-2602

YAZDAN EMRANI, P.E.
Director of Public Works

MATT BENNETT
City Engineer

MIKE ORONA
Deputy Director

Addendum Number 1

Request for Proposals #26-028

**TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

To all prospective proposers under Request for Proposals #26-028, Technical Consultant Services to Assist With the National Pollution Discharge Elimination System (NPDES) Program, which are to be received by the City of Rialto, 150 S. Palm Avenue, Rialto, California 92376 and via **PlanetBids** before **4:00 P.M., Thursday, June 4, 2026:**

This Addendum No. 1 is to answer question(s) received.

1. See the answer to the following question:

Q1: The RFP states that three hard-copy proposals shall be submitted "via mail" to the City of Rialto. Can the hard-copy proposal packages be delivered by a courier delivery, or is delivery required specifically through USPS, FedEx, UPS, only?

A1: Hard-copy proposal packages can be delivered by a courier, USPS, FedEx, or UPS.

This Addendum No. 1 shall be acknowledged on Attachment "A" of the RFP.

Date: May 26, 2026

BY ORDER OF THE CITY OF RIALTO

By

Yazdan Emrani, P.E., Director of Public Works