



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
CASC ENGINEERING AND CONSULTING, INC.**

THIS SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 1st day of July 2026, (“Effective Date”) by and between the City of Rialto, a municipal corporation and California general law city (“City”), organized under the laws of the State of California, with its principal place of business at 150 S. Palm Avenue, Rialto, California 92376 and CASC Engineering and Consulting, Inc., a California S corporation, with its principal place of business at 1470 E Cooley Drive, Colton, CA 92324 (“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 technical consultant services to assist with the National Pollution Discharge Elimination System (NPDES) program (“Project”), as defined and described particularly in Article 1 of this Agreement.

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

C. Consultant represents that it is experienced in providing the services to public clients, is licensed in the State of California, and is familiar with the plans of City.

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

E. 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 the Project 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 “Scope of Services,” “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 professional 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 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 and such licenses, permits, and approvals shall be maintained throughout the Term of 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: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. 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.

Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Consultant shall at all times enforce strict discipline and good order among its employees, agents, volunteers, officers and directors.

Any such person who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the services, or who fails who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the services to be performed by the Consultant and shall not be re-employed on the services.

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 "Schedule of Compensation" attached hereto as **Exhibit "B"** and incorporated herein by this reference. Upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Ninety-Seven Thousand Three Hundred Thirty-Three Dollars and Twenty-Eight Cents (\$297,333.28)** (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, pandemics, 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.

The Term of this Agreement is three (3) years commencing on the Effective Date ("Term") unless earlier terminated in accordance with Article 7 of this Agreement. Consultant shall complete the services within the Term of this Agreement and shall meet any other established schedules and deadlines. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms, 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:

Melanie Sotelo
(Name)

Associate Vice President
(Title)

Rick Sidor
(Name)

President
(Title)

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

5.1.1 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.

5.1.2 Workers' 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. If Consultant has no employees or agents, Consultant shall not be required to maintain Workers' Compensation Insurance. However, in the event that Consultant hires employees or agents during the Term of this Agreement, Consultant shall obtain and maintain Workers' Compensation Insurance in accordance with this section.

5.1.3 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.

5.1.4 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.

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

5.1.6 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, volunteers, 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:

5.3.1 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;

5.3.2 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, volunteers and employees harmless therefrom;

5.3.3 In the event the City, its officers, agents, volunteers 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, volunteers or employees, any and all costs and expenses incurred by the City, its officers, agents, volunteers 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.

Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

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 and Materials; Exceptions; Warranty.

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 and materials for other projects and/or use of uncompleted documents and materials 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 and materials 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.

Consultant warrants that all documents and materials it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft’s Bing Chat, Google’s Bard, and Meta’s LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting documents and materials generated by such AI tools to City and representing it as Consultant’s original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such documents and materials. Consultant is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality and Release of Information.

6.4.1 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. Consultant shall not use City's name or insignia, photographs, or any publicity pertaining to the services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

6.4.2 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.

6.4.3 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.

6.4.4 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 if circumstances warrant, however, the timeframe may be shortened if the default results in a safety issue or imminent threat to City employees or the public. 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. 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, employee, volunteer or agent 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 their financial interest or the financial interest of any corporation, partnership or association in which they are, 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 equipment.

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 email, 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 email. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as text messages and 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

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

If to Consultant: CASC Engineering and Consulting, Inc.
 1470 E. Cooley Drive
 Colton, CA 92324
 Attn: Melanie Sotelo, Associate Vice President
 Tel: (909) 835-0313/Email: msotelo@cascinc.com

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) that 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.

9.9 Conflicting Terms.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

9.10 Data Protection.

9.10.1 Consultant shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). Consultant shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of Consultant’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Consultant shall begin remediation immediately. Consultant shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Consultant until the Data Breach or Security Incident has been effectively resolved to City’s satisfaction. Consultant shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City’s sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Consultant shall cooperate fully with City, its agents and law enforcement.

9.10.2 If City is subject to liability for any Data Breach or Security Incident, then Consultant shall fully indemnify and hold harmless City and defend against any resulting actions.

[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:

CASC ENGINEERING AND CONSULTING, INC., a California S Corporation

By: _____
Signature

ATTEST:

By: _____
Barbara A. McGee, City Clerk

Melanie Sotelo
Name

Associate Vice President
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Signature

By: _____
Eric S. Vail, City Attorney

Rick Sidor
Name

President
Title

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

EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall provide technical consultant services to assist with the National Pollution Discharge Elimination System (NPDES) program.

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.

A. UNDERSTANDING OF CITY'S REQUEST FOR QUALIFICATIONS NEEDS

I. UNDERSTANDING

Casc Engineering and Consulting, Inc. (Casc) is pleased to submit this proposal to continue providing comprehensive municipal stormwater program support services for the City of Rialto. Casc has successfully provided these services for the City for the past five (5) consecutive years and has consistently delivered responsive, compliant, and efficient stormwater program management support.

Through our continued partnership with the City, Casc has developed a unique understanding of the City's operational needs, regulatory obligations, development review procedures, inspection programs, database management systems, and interdepartmental coordination requirements associated with implementation of the City's municipal stormwater program. Casc understands that the City is seeking a highly responsive consultant team capable of providing comprehensive stormwater compliance services through an integrated and efficient "one-stop-shop" approach that supports continuity of operations, proactive regulatory compliance, and effective coordination across City departments.

Over the past five years, Casc has worked directly with Public Works, Engineering, Planning, Building & Safety, Utilities, Finance, Maintenance, Inspection, and Administrative staff to support implementation of the City's MS4 Permit requirements, inspection programs, development review coordination, WQMP implementation, enforcement activities, and regulatory reporting obligations. These established working relationships allow Casc to provide efficient communication, streamlined coordination, rapid issue resolution, and uninterrupted continuation of services without transition delays or additional onboarding requirements.

II. KEY ASPECTS OF SERVICES

Casc recognizes that the key aspects of the requested services include proactive regulatory compliance management, accurate inspection tracking and reporting, efficient development review coordination, consistent implementation of inspection programs, permit-compliant database management, responsive communication, and timely completion of regulatory deliverables. Casc's approach to managing these services includes maintaining detailed facility inventories, utilizing the City's current GIS-integrated ArcGIS and Survey123 inspection tracking systems, implementing digital inspection documentation procedures, coordinating regularly with City staff and regulatory agencies, and providing timely reporting and project status updates.

Joe Rosales will serve as Project Manager and primary point of contact responsible for day-to-day program implementation, inspections, development review coordination, regulatory support, and communication with City staff. Joyce Goode will serve as Assistant Project Manager and will support scheduling, reporting, database management, compliance tracking, and overall program administration to ensure continuity and responsiveness. Melanie Sotelo will serve as Technical Director and will provide senior-level technical oversight, quality assurance, regulatory guidance, and overall program support throughout the duration of the contract.

III. SCOPE OF WORK

The detailed Scope of Work provided within this proposal has been organized to directly align with the task structure identified within the City's Request for Qualifications and corresponding Cost Proposal format to ensure consistency between the technical scope, deliverables, and associated compensation structure.

TASK A. DESIGN AND DEVELOPMENT PROCESS NPDES/WQMP SUPPORT

Casc's WQMP review process incorporates a detailed and systematic approach developed through years of successful implementation for the City of Rialto. The review process is intended to ensure consistency, regulatory compliance, and practical long-term BMP functionality while supporting efficient project processing timelines.

WQMP Review Services Include:

- Initial Completeness Review – Verification that all required WQMP components, calculations, exhibits, drainage maps, hydrology studies, and supporting documentation have been submitted.
- Project Categorization and Applicability Review – Evaluation of project priority development status, Standard Urban Stormwater Mitigation Plan applicability, hydromodification applicability, and permit triggers.
- Site Design and LID Evaluation – Review of site design measures, runoff reduction strategies, infiltration feasibility, impervious area management, and compliance with Low Impact Development requirements.
- Treatment Control BMP Evaluation – Review of proposed treatment control BMPs for sizing, treatment effectiveness, feasibility, hydraulic functionality, accessibility, maintenance considerations, and consistency with approved design criteria.
- Hydrology and Sizing Review – Verification of tributary drainage areas, design storm calculations, retention volumes, flow-based treatment calculations, and hydromodification management calculations.
- Operation and Maintenance Review – Review of long-term BMP maintenance requirements, access considerations, maintenance agreements, and responsible party documentation.
- Coordination and Comment Resolution – Coordination with City staff, developers, engineers, and project applicants regarding review comments, revisions, and compliance requirements.
- Final Approval and Inspection Coordination – Coordination of final WQMP approvals, BMP installation verification, and post-construction inspection requirements.

Casc has successfully provided development review, WQMP review, stormwater compliance support, and Low Impact Development implementation services for the City of Rialto. Through this experience, Casc has developed direct familiarity with the City's standards, development procedures, HCOC system requirements, preferred review practices, and regulatory priorities, allowing our team to provide efficient and consistent review services with minimal delay.

Casc will assist the City with all aspects of development review associated with stormwater quality compliance and MS4 Permit requirements. Services will include review of Water Quality Management Plans (WQMPs), hydromodification plans, Low Impact Development (LID) requirements, treatment control BMPs, and construction stormwater compliance requirements.

Services include:

- Participate as an active member of the City's development review process
- Assist Planning and Engineering staff with pre-design reviews and development coordination
- Utilize HCOC system tools and watershed-based resources where applicable
- Review and redline WQMPs for private and public development projects
- Review BMP selections for functionality, maintainability, and effectiveness
- Review hydromodification management plans and LID compliance requirements
- Participate in conceptual planning, design review, and development coordination meetings
- Conduct inspections of BMP installation during construction
- Perform final inspections of post-construction BMPs
- Maintain computerized schedules, review tracking systems, and compliance documentation
- Prepare SWPPPs and WQMP documents for public projects as requested
- Assist the City with SMARTS filings, NOI submissions, Annual Reports, and NOT documentation for public projects

Casc utilizes both BlueBeam review methods and electronic tracking systems to maintain efficient coordination with City staff and development teams. Reviews are objective, thorough, and focused on ensuring compliance with City standards, MS4 Permit requirements, and accepted industry BMP practices.

TASK B. NPDES PROGRAM ADMINISTRATION AND REPRESENTATION

Over the past five (5) years, Casc has successfully assisted the City with administration of its municipal stormwater program, including Annual Report preparation, regulatory coordination, audit support, permit compliance implementation, Local Implementation Plan updates, and coordination with regional agencies and watershed groups. This experience provides Casc with institutional knowledge of the City's existing program structure, reporting systems, regulatory obligations, and operational priorities.

Casc will continue to provide comprehensive NPDES program administration and representation services on behalf of the City, including coordination with City staff, regional agencies, regulators, and other program partners necessary to support effective implementation of the City's stormwater program.

Services include:

- Representation at Regional Board, watershed, task force, and regulatory meetings
- Participation in County Stormwater Program committees and subcommittees
- Attendance at City Council, Planning Commission, Utility Commission, Design Review Committee, and Capital Improvement meetings as requested
- Preparation of MS4 Annual Reports and technical memoranda
- Assistance with Local Implementation Plan (LIP) updates
- Review and updates to the City's Stormwater Ordinance
- Assistance with fee studies, cost recovery models, and inspection fee program administration
- Coordination with Rialto Water Services/Veolia and SAWPA
- Assistance with grant applications and funding opportunities
- Review and analysis of proposed permits, TMDLs, and regulatory requirements
- Preparation of policy assessments and technical recommendations
- Coordination of TMDL monitoring and reporting activities
- Ongoing coordination with Public Works, Utilities, Engineering, Finance, and Administrative staff
- Regular coordination with the Public Works Department liaison to provide project updates, discuss program priorities, and respond to City requests
- Assistance with budget support, special studies, and other administrative tasks requested by the City in support of the NPDES program
- Review and assessment of proposed regulatory actions to identify potential operational, technical, and cost impacts to the City

Casc understands Regional Water Quality Control Board expectations and has extensive experience representing municipalities throughout Southern California. Casc will continue providing proactive regulatory support while protecting the City's operational and financial interests.

TASK C. INSPECTION PROGRAM

Casc has successfully implemented and managed the City's stormwater inspection program for the past five (5) years, including commercial, industrial, FOG, construction, post-construction BMPs, illicit connection/ illicit discharge (IC/ID) investigations, and odor response assessments. Our familiarity with the City's facility inventory, inspection procedures, enforcement coordination processes, and digital reporting systems allows Casc to provide uninterrupted and highly efficient program implementation.

Casc inspectors are experienced with Survey123, ArcGIS-based inspection platforms, SMARTS requirements, and the City's current electronic inspection tracking and reporting procedures. Over the past five (5) years, Casc has worked directly with the City's GIS team to assist in development and refinement of the City's stormwater data collection and inspection tracking system utilizing ArcGIS applications and mobile inspection tools. Casc maintains detailed facility inventories, inspection records, compliance histories, and scheduling databases that are organized and maintained in accordance with MS4 Permit requirements. This integrated GIS-based inspection and inventory management approach allows Casc to efficiently track facilities, prioritize inspections, maintain accurate records, and schedule inspections in accordance with required permit frequencies and risk-based prioritization criteria. Casc will continue maintaining and updating the City's current inspection tracking system, inspection records, schedules, compliance documentation, and invoicing coordination processes to ensure accurate tracking and uninterrupted program implementation.

Casc inspectors include Spanish-speaking personnel to ensure effective communication with the City's diverse business community. Inspection staff maintain certifications and experience relevant to stormwater compliance inspections, including QSP, QSD, QJSP, and related stormwater certifications. Casc inspection staff are experienced in issuing Notices of Correction, Notices of Violation, Administrative Citations, and maintaining documentation necessary to support enforcement and prosecution activities where required. Casc inspection staff will maintain required

certifications consistent with the City's contract requirements, including PC 832 certification within the required timeframe and QSP certification for applicable construction stormwater inspection activities.

General inspection services include:

- Establishing and maintaining inspection schedules and facility inventories
- Commercial facility inspections
- Industrial facility inspections
- Restaurant and FOG inspections
- Construction stormwater inspections
- Post-construction BMP inspections
- Municipal facility inspections
- Illicit discharge investigations
- Odor response assessment support
- Documentation using City-approved digital inspection platforms
- Geotagged photo documentation
- Follow-up inspections and compliance verification
- Updates to the City's current electronic inspection tracking system and related compliance records
- Coordination with City departments and regulatory agencies
- Preparation of enforcement documentation and compliance records
- Immediate notification to City staff regarding illicit discharges or emergency conditions

Casc has developed strong working relationships with facility operators, developers, contractors, business owners, and City departments over the past five years. These established relationships improve communication, support efficient scheduling and follow-up, and allow Casc to proactively address compliance issues before they escalate.

SPECIFICS TO: ILLICIT CONNECTION / ILLICIT DISCHARGE RESPONSE AND INVESTIGATIONS

Casc will continue to assist the City with investigation, documentation, coordination, and follow-up related to suspected or confirmed illicit connections, illicit discharges, illegal dumping, unauthorized non-stormwater discharges, and other conditions that may impact the City's MS4 or receiving waters. Casc understands that timely response and clear documentation are critical to protecting public health and safety, supporting enforcement actions, and maintaining compliance with MS4 Permit requirements.

Services include:

- Respond to City-referred illicit discharge, illegal dumping, spill, odor, and non-stormwater discharge complaints
- Conduct field investigations to identify discharge source, pathway, pollutant type, responsible party, and potential impact to the MS4
- Document field conditions using City-approved inspection forms, Survey123/ArcGIS tools, geotagged photographs, maps, notes, and supporting evidence
- Coordinate directly with appropriate City departments, including Public Works, Engineering, Utilities, Maintenance, Code Enforcement, Building & Safety, Planning, Fire, Police, and Administration, as needed
- Contact and coordinate with emergency response agencies when conditions present an immediate threat to public health, safety, the MS4, receiving waters, or City infrastructure
- Coordinate with dischargers, property owners, contractors, facility operators, and responsible parties to stop active discharges, implement immediate containment, and complete required cleanup or corrective actions
- Assist with notifications and reporting to applicable regulatory or response agencies, which may include the Santa Ana Regional Water Quality Control Board, San Bernardino County Fire/HazMat, California Office of Emergency Services, County Stormwater Program, and other agencies as directed by the City
- Prepare written investigation summaries, enforcement support documentation, timelines, photographs, exhibits, and recommended corrective actions
- Support preparation and issuance of Notices of Correction, Notices of Violation, Administrative Citations, cleanup directives, or other enforcement documents consistent with City procedures

- Conduct follow-up inspections to verify discharge elimination, cleanup completion, BMP implementation, and long-term compliance
- Maintain IC/ID investigation records, complaint logs, enforcement tracking, and updates to the City's current electronic inspection tracking system

Casc will provide practical field support while maintaining a clear chain of communication with City staff. For active or potentially hazardous incidents, Casc will prioritize immediate notification, documentation, containment coordination, and escalation to the appropriate City department or emergency response agency.

SPECIFICS TO: COMMERCIAL AND INDUSTRIAL INSPECTIONS

Casc will continue conducting commercial and industrial inspections in accordance with the County of San Bernardino MS4 Permit requirements and the City's inspection procedures.

Services include:

- Verification of Industrial General Permit coverage
- Verification of WDID numbers and No Exposure Certifications
- Review of SIC/NAICS classifications and Risk Based Scoring
- Inspection of outdoor storage, loading areas, wash activities, and waste handling
- Pre-Treatment Surveys for coordination with Rialto Water Services/Veolia
- Identification of pollutant sources and BMP deficiencies
- Education regarding stormwater compliance obligations
- Follow-up inspections and enforcement coordination
- Maintenance of inspection schedules and facility prioritization
- Monthly coordination regarding newly licensed businesses
- Updates to the City's current electronic inspection tracking system and inspection documentation records

SPECIFICS TO: RESTAURANT/FOG INSPECTIONS

Casc has successfully conducted FOG inspections and compliance support services for the City over the past five (5) years and understands the operational needs, inspection history, and compliance challenges associated with local food service establishments.

FOG inspection services include:

- Inspection of grease interceptors and grease traps
- Interceptor dipping procedures and grease accumulation evaluation
- Review of pumping manifests and maintenance records
- Evaluation of food waste handling BMPs
- Inspection of drain screens and spill response materials
- Review of employee training logs and maintenance documentation
- Verification of grease interceptor capacity and operational condition
- Identification of practices that may contribute to storm drain discharges
- Issuance of Notices of Non-Compliance and enforcement coordination
- Follow-up inspections and database updates
- Coordination with Rialto Water Services/Veolia wastewater operation
- Pre-Treatment Surveys for coordination with Rialto Water Services/Veolia wastewater operations, as applicable

SPECIFICS TO: POST-CONSTRUCTION BMP AND CONSTRUCTION COMPLIANCE INSPECTIONS

Casc will continue to provide post-construction BMP and construction stormwater compliance inspections consistent with City procedures, MS4 Permit requirements, and Construction General Permit requirements.

Services include:

- Inspection of erosion and sediment control BMPs
- Verification of construction housekeeping practices
- Review of SMARTS permit coverage and compliance
- Inspection of post-construction BMPs at a minimum frequency of once every three years, or more frequently when deficiencies or site conditions warrant additional follow-up
- Inspection of structural integrity, sediment accumulation, filtration media, erosion, and drainage performance
- Coordination with contractors, developers, and property owners
- Documentation using digital inspection platforms
- Follow-up inspections to verify corrective actions and long-term maintenance compliance
- Assistance with NOI, Annual Report, and NOT filings for public projects
- Coordination with City Engineering and Public Works staff

SPECIFICS TO: ODOR RESPONSE ASSESSMENT

Casc has worked closely with the City to establish and refine specialized internal procedures and field investigation protocols for addressing odor complaints—an effort that represented a new and evolving regulatory and operational need for the City. As odor investigations became an increasingly important concern for the community, Casc provided technical leadership and practical guidance to help the City develop a consistent, defensible, and responsive inspection approach.

Because this type of inspection and complaint response process had not previously been formalized, Casc assisted the City in creating tailored investigation methodologies, documentation practices, and field response procedures that could be effectively implemented by City staff. Casc's support included developing protocols for complaint tracking, on-site odor assessments, coordination with affected stakeholders, and standardized reporting practices to improve consistency and accountability in responding to odor-related concerns.

Through this collaborative effort, Casc helped the City build a sustainable framework for managing odor investigations and responding to public complaints in a proactive and technically sound manner.

Assessments shall follow procedures outlined in IC/ID investigations section. If needed, inspectors shall utilize a gas analyzer where applicable and related to NPDES/FOG activities and facilities.

TASK D. TRAINING

Casc will provide annual and ongoing training for City staff responsible for implementation of NPDES and stormwater compliance requirements. Casc understands the importance of integrating NPDES requirements across City operations and will tailor training programs to meet the operational needs of City staff.

Training may be provided through classroom sessions, field demonstrations, tailgate meetings, virtual workshops, or one-on-one mentoring.

Training topics may include:

- Integration of NPDES requirements into development review processes
- HOC system and watershed action plan requirements
- WQMP implementation and BMP maintenance
- Construction General Permit compliance
- Industrial General Permit compliance
- Municipal facility stormwater compliance
- Illicit discharge detection and elimination
- Enforcement procedures and documentation
- Regulatory updates and permit changes
- Other specialized training requested by the City

Casc will maintain training attendance records and assist the City with documentation and updates to the City's current electronic inspection tracking system or other City-approved recordkeeping system associated with permit-required training activities.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Ninety-Seven Thousand Three Hundred Thirty-Three Dollars and Twenty-Eight Cents (\$297,333.28). Specifically, the Consultant shall be compensated as specified in the cost proposal on the following page.

Project		Yearly Estimate and Billing Rates (Applicable for Years 1, 2 & 3*)									Other Direct Costs						
City of Rialto Technical Consultant Services To Assist With NPDES Program RFP# 26-028 FEE ESTIMATE CASC Engineering and Consulting, Inc. Spring 2026 Confidential Proposal		Position and Name >>>	Technical Director	Project Manager	Asst Project Manager	Sr. Engineer	Engineer	Senior Inspector	Inspector/ Environmental Analyst	Project Coordinator - Admin	Labor Subtotal	Unit Rate >>>	ODC-Printing Material - Inspection Reports/Educational Material/Etc.	ODC - Permits/Fees/Rental Equipment & Supplies	Mileage	Other Direct Cost Subtotal	Total by Task
Task	Task Description	Billing Rate >>>	\$240.00	\$185.00	\$175.00	\$200.00	\$185.00	\$150.00	\$140.00	\$100.00		\$ 1.00	\$ 1.00	\$ 0.73			
A	Design and Development Process NPDES/WQMP Support	Est. Hours >>>	5	5		40	20			5	75	Est. Units >>>					
		Est. Amount >>>	\$ 1,200.00	\$ 925.00	\$ -	\$ 8,000.00	\$ 3,700.00	\$ -	\$ -	\$ 500.00	\$ 14,325.00	Est. Amount >>>	\$ -	\$ -	\$ -	\$ -	\$ 14,325.00
B	NPDES Support and Representation Meeting Attendance and Representation <i>Includes Regional Meetings</i>	Est. Hours >>>	40	20							60	Est. Units >>>			168		
		Est. Amount >>>	\$ 9,600.00	\$ 3,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,300.00	Est. Amount >>>	\$ -	\$ -	\$ 121.80	\$ 121.80	\$ 13,421.80
	Annual Reporting	Est. Hours >>>	2	12	8							22	Est. Units >>>			51	
		Est. Amount >>>	\$ 480.00	\$ 2,220.00	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,100.00	Est. Amount >>>	\$ -	\$ -	\$ 36.98	\$ 36.98	\$ 4,136.98
	Document Preparation and Updates <i>Includes, but not limited to LIP, Trash Amendment studies</i>	Est. Hours >>>	5	40	40	20	10				5	120	Est. Units >>>			51	
		Est. Amount >>>	\$ 1,200.00	\$ 7,400.00	\$ 7,000.00	\$ 4,000.00	\$ 1,850.00	\$ -	\$ -	\$ 500.00	\$ 21,950.00	Est. Amount >>>	\$ -	\$ -	\$ 36.98	\$ 36.98	\$ 21,986.98
Project Management <i>Includes administrative support items such as billing, facility invoicing, task management and project updates</i>	Est. Hours >>>	5	40	40						16	101	Est. Units >>>			51		
	Est. Amount >>>	\$ 1,200.00	\$ 7,400.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 17,200.00	Est. Amount >>>	\$ -	\$ -	\$ 36.98	\$ 36.98	\$ 17,236.98	
C	Inspections Industrial Inspections <i>Assumes 121 inspections annually-includes all priorities and 10% follow-up inspections. Includes data management.</i>	Est. Hours >>>		5	25			242			272	Est. Units >>>			420		
		Est. Amount >>>	\$ -	\$ 925.00	\$ 4,375.00	\$ -	\$ -	\$ 36,300.00	\$ -	\$ -	\$ 41,600.00	Est. Amount >>>	\$ -	\$ -	\$ 304.50	\$ 304.50	\$ 41,904.50
	Commercial Inspections <i>Assumes 121 inspections annually-includes all priorities and 10% follow-up inspections. Includes data management.</i>	Est. Hours >>>		5	25				256	15	301	Est. Units >>>			448		
		Est. Amount >>>	\$ -	\$ 925.00	\$ 4,375.00	\$ -	\$ -	\$ 35,840.00	\$ 1,500.00	\$ 42,640.00	Est. Amount >>>	\$ -	\$ -	\$ 324.80	\$ 324.80	\$ 42,964.80	
	FOG + Restaurant Stormwater Inspections <i>Assumes 200 inspections annually-includes all priorities and 10% follow-up inspections. Includes data management.</i>	Est. Hours >>>		5	25			220	220	15	485	Est. Units >>>			770		
		Est. Amount >>>	\$ -	\$ 925.00	\$ 4,375.00	\$ -	\$ -	\$ 33,000.00	\$ 30,800.00	\$ 1,500.00	\$ 70,600.00	Est. Amount >>>	\$ -	\$ -	\$ 558.25	\$ 558.25	\$ 71,158.25
	Construction Inspections <i>Assumptions: Construction inspection efforts are driven by the pace and timing of ongoing development activities, making them more difficult to predict and budget accurately. The hours provided are based on historical billing trends and prior inspection efforts for the City. Includes data management.</i>	Est. Hours >>>		5	15			120	120	15	275	Est. Units >>>			200		
		Est. Amount >>>	\$ -	\$ 925.00	\$ 2,625.00	\$ -	\$ -	\$ 18,000.00	\$ 16,800.00	\$ 1,500.00	\$ 39,850.00	Est. Amount >>>	\$ -	\$ -	\$ 145.00	\$ 145.00	\$ 39,995.00
	ICID Inspections <i>Assumptions: As-needed. Averages 10 investigations per year. Assumes 6 hours per investigation. Includes initial and follow- up investigations.</i>	Est. Hours >>>		10	2			30	30	15	87	Est. Units >>>			140		
		Est. Amount >>>	\$ -	\$ 1,850.00	\$ 350.00	\$ -	\$ -	\$ 4,500.00	\$ 4,200.00	\$ 1,500.00	\$ 12,400.00	Est. Amount >>>	\$ -	\$ -	\$ 101.50	\$ 101.50	\$ 12,501.50
Odor Inspections <i>Assumptions: As-needed. Assumes 10 inspections per year, 4 hours per investigation. Includes initial and follow-up investigations.</i>	Est. Hours >>>		10	2			20	20		52	Est. Units >>>			140			
	Est. Amount >>>	\$ -	\$ 1,850.00	\$ 350.00	\$ -	\$ -	\$ 3,000.00	\$ 2,800.00	\$ -	\$ 8,000.00	Est. Amount >>>	\$ -	\$ -	\$ 101.50	\$ 101.50	\$ 8,101.50	
D	Training <i>Assumes 4 separate training sessions @ 2- hours each. Preparation time included.</i>	Est. Hours >>>	12	12	12	12					48	Est. Units >>>					
		Est. Amount >>>	\$ 2,880.00	\$ 2,220.00	\$ 2,100.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ 9,600.00	Est. Amount >>>	\$ -	\$ -	\$ -	\$ -	\$ 9,600.00
Project Estimate Summary Totals		Est. Hours >>>	69.0	169.0	194.0	72.0	30.0	632.0	646.0	86.0	1,895.0	Est. Units >>>	0.0	0.0	2,439.0	Total	
		Est. Amount >>>	\$16,560	\$31,265	\$33,950	\$14,400	\$5,550	\$94,800	\$90,440	\$8,600	\$295,565	Est. Amount >>>	\$ -	\$ -	\$ 1,768.28	\$ 1,768.28	\$ 297,333.28

EXHIBIT “C”

SCHEDULE OF PERFORMANCE

The Term of this Agreement is three (3) years commencing on the Effective Date unless earlier terminated in accordance with Article 7 of this Agreement. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms.



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
N/A	N/A	N/A

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: Richard J. Sidor / Casc Engineering and Consulting, Inc.

Title: Principal

Signature: *rsj* Date: 6/4/2026

Form Date 11/11/2021