



**CITY OF RIALTO, CA**  
**NOTICE FOR REQUEST FOR PROPOSALS (RFP) #16-076**  
**TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION**  
**DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

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

**PROJECT LOCATION:** Various locations with the City of Rialto.

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

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.rialtoca.gov](http://www.rialtoca.gov) (from the main page look for "Featured Resources" on the right hand side, go to "Bids/Proposals"), or at [www.rialtoca.gov/1458\\_1534.php](http://www.rialtoca.gov/1458_1534.php). Alternatively, you may contact the Purchasing Division at (909) 820-2539 or e-mail [procurement@rialtoca.gov](mailto:procurement@rialtoca.gov). Upon downloading the RFP via the internet, contact the Public Works Department by e-mail at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov) to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

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

**DEADLINE:** All proposals must be received in the Public Works Department, 335 W. Rialto Ave., Rialto, CA, 92376 by **3:00 P.M., THURSDAY, APRIL 28, 2016**. The receiving time in the Public Works Department will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

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

Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer  
March 23, 2016



**CITY OF RIALTO, CA  
REQUEST FOR PROPOSALS (RFP) #16-076  
TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL  
POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

Requests for Proposals (RFP) #16-076, technical consultant services to assist with the National Pollution Discharge Elimination System (NPDES) Program for the City of Rialto, CA, (hereinafter the "RFP") will be received at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA, 92376, until **3:00 P.M., THURSDAY, APRIL 28, 2016**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Purchasing Division will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or emailed Proposals will not be accepted. Late Proposals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**I. PURPOSE AND SCHEDULE:**

The City of Rialto is requesting proposals from qualified professional firms to provide the City with technical consultant services to assist with the National Pollution Discharge Elimination System (NPDES) Program, (hereinafter the "Project").

Funding for all phases of the Project will come from the City's local Waste and Environmental Management funds.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... Thursday, March 24, 2016  
Deadline for receipt of Questions..... Thursday, April 14, 2016, 3:00 P.M.  
**Deadline for receipt of Proposals..... Thursday, April 28, 2016, 3:00 P.M.**  
Short List / Interviews/Technical & Cost Proposals .....to be determined  
Contract awarded by City Council..... May 24, 2016 (tentative)

***NOTE: There will NOT be a pre-proposal conference for this procurement.***  
***\*Dates above are subject to change.***

## **II. BACKGROUND:**

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The CWA was based on laws enacted in 1948 and was then referred to as the Federal Water Pollution Control Act. The Act was significantly reorganized and expanded in 1972 and became known as the "Clean Water Act."

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

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

The MS4 Permit coverage includes the San Bernardino County Flood Control District ("District"), San Bernardino County ("County") and sixteen municipal jurisdictions, including the City of Rialto. The District is the Principal Permittee, while the other jurisdictions are considered "Co-Permittees." Although all Permittees work cooperatively to implement the area-wide MS4 program, as a Co-Permittee the City of Rialto is ultimately responsible for compliance with the MS4 Permit within the City.

## **III. SCOPE OF WORK:**

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

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

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

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

#### **A. DESIGN AND DEVELOPMENT PROCESS NPDES/WQMP SUPPORT**

The selected Consulting Firm would be expected to ensure that NPDES Low Impact Development (LID) principals are included and incorporated within the development process at an early point in order 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 in order 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 in order to incorporate LID principals into each development in order 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, landscape and tree ordinances) as requested by City staff.
- d. Consultant must have understanding of 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;
- 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. Performs re-inspections on previously failed WQMP inspections;
- h. Keeps computerized schedules and records and prepares reports and correction 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 in order 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 assessment 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 documentations 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 in order to ensure that the industrial businesses are in compliance 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 in order 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 on a greater frequency if issues are identified. Consultant shall work with property owners, property managers and tenants in order to ensure that BMPs are operating as set forth in the WQMP document, and that said BMPs are being properly maintained in order 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 Notices of Correction or Notices of Violations. 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 in order 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 in order 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.

#### **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 or tailgate 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 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.

#### **IV. PROPOSAL REQUIREMENTS:**

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

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

#### **V. SELECTION PROCESS:**

The City of Rialto is utilizing a Qualifications Based Selection process to select a firm to provide the services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

#### **VI. PROPOSAL EVALUATION CRITERIA:**

This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and local laws for the acquisition of professional services, price is a component of evaluation criterion. Cost proposals shall be submitted and will be considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements.

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

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired by City, formal presentations/interviews from a short list of firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

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

**A. Project Understanding (20 POINTS):**

The firm's proposal adequately demonstrates an understanding of the Project and familiarity with the project area; familiarity with current San Bernardino County and regional NPDES programs.

**Note:** Firms should not simply restate the information contained in this RFP; this evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.

**B. Scope of Work (25 POINTS):**

Proposed approach to the Project including the expected time commitment of key personnel, technical approach to the Project, and the emphasis placed on individual elements.

**Note:** As this RFP has identified a General Scope of Work, evaluation criteria requires that the proposal identify a detailed scope of work to successfully implement the Project. ***The detailed scope of work must be identical to the format in which the Cost Proposal has been submitted*** – each sub-task must be identified in the firm's separately sealed Cost Proposal with a corresponding fee.

**C. Staff Qualifications (25 POINTS):**

Qualifications of the staff assigned to manage and provide services related to the Project; experience with NPDES projects.

**Note:** This evaluation criteria requires that the proposal identify specific experience with understanding the NPDES program and the ability to advise the City on policy issues, review, develop and update ordinances, resolutions, processes and procedures within the City, perform independent and systematic design and WQMP reviews and integrated inspection services as they relate to construction, commercial, industrial and residential sites, while ensuring the professional development and understanding of the City's existing staff. Further the City desires a Consultant which can provide immediate and appropriate technical support to the City's Development, Administration, Finance and Engineering staffs in order to ensure that the City has a comprehensive, integrated program that dovetails with other programs such as water conservation, landscape maintenance, water and waste water operations. The selected Consultant shall have a track record of working with the business community as a resource while ensuring that the development and business communities come into compliance with applicable NPDES requirements in a timely and fair approach. Finally, the selected Consultant should be able to initiate enforcement actions, if necessary in order for the regulated community to comply with the City's Ordinances, including but not limited to NPDES, Water Conservation, Illicit Discharge and Fats, Oils and Greases. The City desires a "one-shop" approach in a combination of prime and

subconsultants in order to ensure full integration of the various components of the NPDES programs and in order to avoid gaps in program implementation.

**D. Firm Qualifications (20 POINTS):**

Past experience with NPDES programs for municipal government.

**E. Project Cost (10 POINTS):**

The proposal is of highest quality together with cost effectiveness.

**VII. PROPOSAL CONTENTS:**

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of forty (40) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 40 page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus seven copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, "**RFP #16-076, TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**". Within the sealed proposal package, the Cost Proposal shall be in a **separately sealed** envelope. **Proposals not meeting the above criteria may be found to be non-responsive.**

Each proposal package must include:

- A. Completed Signature authorization and Addenda Acknowledgment (see **Attachment A**)
- B. Completed Debarment and Suspension Certificate (see **Attachment B**)
- C. Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- D. Related Experience; include relevant experience date, name of agency, and reference name/contact information
- E. A compact disc ("CD") containing the **Work Proposal** in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats
- F. Cost proposal – provide a Cost Proposal that includes all costs associated with the services needed to implement the Project. The general Scope of Services outlined in Section 3 is only provided as a guide in this Request for Proposals; Consultants should provide a detailed Scope of Services in their submitted Work Proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general Scope of Services.

G. The City will use a “Cost Per Unit of Work” method (lump sum cost per task item or element of work) to pay for professional services related to this Project; therefore, Consultants should list a lump sum cost per each sub-task or item of work. ***The Cost Proposal must be identical to the detailed Scope of Services included in the Consultant’s Work Proposal.***

At a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

## **SECTION A: PROJECT UNDERSTANDING**

A.1 Without reciting the information regarding the Project verbatim as contained in this RFP, convey an understanding of the intent of the Project and an understanding of the City’s expectations upon implementation of the Project.

A.2 Identify “key” or “critical” issues that may be encountered on the Project based on the firm’s prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.

## **SECTION B: SCOPE OF WORK**

B.1 Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully implement an NPDES program. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm’s contract.

**Special Note:** *The detailed technical scope of work outline must be identical to the outline of tasks and sub-tasks on the Cost Proposal* (submitted in a separately sealed envelope). This is to ensure that the final agreed contract has a scope of work and payment schedule which correlate to one another.

## **SECTION C: STAFF QUALIFICATIONS**

C.1 List the name and qualifications of the Project Manager that will be assigned to the Project.

C.2 List specific and relevant experience for the key staff/team members assigned to the NPDES Project for a municipal government. Detailed project information, including dates project started and completed, local agency contact information, and other appropriate supporting information shall be provided.

## **SECTION D: FIRM QUALIFICATIONS**

D.1 List the firm’s complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under.

D.2 List the name and title of the firm’s principal officers with the authority to bind your company in a contractual agreement.



D.3 Describe the firm's specific and relevant experience with NPDES programs. Detailed project information, including dates project started and completed, local agency contact information, local agency Project Manager, and other appropriate supporting information shall be provided.

D.4 Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to the Project.

## **SECTION E: PROJECT SCHEDULE**

E.1 Provide a preliminary typical schedule and timeline showing activity and duration for each task; show approximate timing for reaching milestones. This should be based on typical past experience with these types of activities.

**DEADLINE FOR SUBMISSION OF PROPOSALS:** All proposals must be received in the City of Rialto, Public Works Department by **3:00 P.M., THURSDAY, APRIL 30, 2015**. Proof of receipt before the deadline is a City of Rialto, Public Works Department time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Public Works Department prior to the proposal due date and time. Late proposals will be returned to the firm unopened.

Proposals shall be clearly marked and identified and must be submitted to:

City of Rialto  
Public Works Department  
335 W. Rialto Avenue  
Rialto, CA 92376  
Attn: Amy Crow, Administrative Analyst

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

Any questions, technical or otherwise, pertaining to this RFP **MUST BE SUBMITTED IN WRITING AND DIRECTED ONLY TO:**

City of Rialto  
Public Works Department  
335 W. Rialto Ave.  
Rialto, CA 92376  
via EMAIL: [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Thursday, April 14, 2016.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Public Works Department will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the standard Professional Services Agreement (see **Attachment 4**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

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

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

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

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

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

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

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

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

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

**SIGNED PROPOSAL AND EXCEPTIONS:** Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

## ATTACHMENT "A"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

### REQUESTS FOR PROPOSALS (RFP) # 16-076 TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

#### SIGNATURE AUTHORIZATION

PROPOSER: \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_ An individual;  
\_\_\_\_ A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_ A company;  
\_\_\_\_ A corporation

2. My tax identification number is: \_\_\_\_\_

#### ADDENDA ACKNOWLEDGMENT:

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

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

**Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

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

### Attachment "A" - Small Business Concerns Information

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

- (1) Name: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- (4) E-Mail: \_\_\_\_\_
- (5) Type of Firm: (Check all that apply)  
\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Minority Business Enterprise (MBE) \_\_\_\_\_ Women Business Enterprise (WBE)  
\_\_\_\_\_ Small Disadvantaged Business (SDB) \_\_\_\_\_ Veteran Owned Business  
\_\_\_\_\_ Disabled Veteran Owned Business \_\_\_\_\_ Other
- (6) Business License: \_\_\_\_\_ Yes \_\_\_\_\_ No License Number: \_\_\_\_\_
- (7) Tax Identification Number: \_\_\_\_\_
- (8) Number of years as a firm practicing the requested services: \_\_\_\_\_
- (9) Three (3) projects of this type recently completed:

Type of project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

- (10) Person who reviewed the RFP for your firm:

Name: \_\_\_\_\_ Date of Review: \_\_\_\_\_



## ATTACHMENT "B"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

### **REQUESTS FOR PROPOSALS (RFP) # 16-076 TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM**

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

##### **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

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

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

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

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

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

Consultant Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

## **ATTACHMENT C SCOPE OF WORK**

**THE FOLLOWING DETAILED SCOPE OF WORK IS MERELY INTENDED TO PROVIDE FIRMS WITH THE CITY'S EXPECTATION OF SERVICES TO BE PROVIDED ON THE PROJECT. FIRMS RESPONDING TO THE RFP SHALL PROVIDE THEIR OWN DETAILED SCOPE OF WORK THAT ADEQUATELY IDENTIFIES THE FULL RANGE OF SERVICES NECESSARY FOR THE PROJECT.**

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

The City is looking for a Consultant that has a comprehensive understanding of the NPDES program and can provide the capacity to advise the City on policy issues, review, develop and update ordinances, resolutions and processes and procedures within the City, perform independent and systematic design review, plan check, WQMP reviews and integrated inspection services as they relate to construction, commercial, industrial and residential sites, while ensuring the professional development and understanding of the City's existing staff. Further the City desires a Consultant which can provide immediate and appropriate technical support to the City's Development, Administration, Finance and Engineering staffs in order to ensure that the City has a comprehensive, integrated program that dovetails with other programs such as water conservation, landscape maintenance, water and waste water operations. The selected Consultant shall have a track record of working with the business community as a resource while ensuring that the development and business communities come into compliance with applicable NPDES requirements in a timely and fair approach. Finally, the selected Consultant should be able to initiate enforcement actions, if necessary in order for the regulated community to comply with the City's Ordinances, including but not limited to NPDES, Water Conservation, Illicit Discharge and Fats, Oils and Greases. The City desires a "one-shop" approach in a combination of prime and subconsultants in order to ensure full integration of the various components of the NPDES programs and in order to avoid gaps in program implementation.

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

## **ATTACHMENT C SCOPE OF WORK**

### **I. DESIGN AND DEVELOPMENT PROCESS NPDES/WQMP SUPPORT**

The selected Consulting Firm would be expected to ensure that NPDES Low Impact Development (LID) principals are included and incorporated within the development process at an early point in order 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:

A. 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 in order to ensure a streamlined development submission.

B. Conduct development reviews and assist the Planning and Engineering Divisions as it relates to working with developers in the planning phase in order to incorporate LID principals into each development in order to minimize time and cost delays.

C. 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:

1. Ensure compliance with the requirement set forth in the County of San Bernardino WQMP Template;
2. Review of Best Management Practices (BMP) selections proposed in a WQMP submittal as it relates to functionality, maintainability and effectiveness.
3. 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, landscape and tree ordinances) as requested by City staff.

## **ATTACHMENT C SCOPE OF WORK**

4. Consultant must have understanding of San Bernardino County WQMP requirements and procedures as applicable to the City of Rialto.
5. Inspect WQMP BMP installation at various stages of construction to ensure compliance with standards;
6. 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.
7. Performs re-inspections on previously failed WQMP inspections;
8. Keeps computerized schedules and records and prepares reports and correction lists, as required.

D. 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.*

E. Other necessary tasks, as assigned, to support the scope.

## **II. 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 in order for the City to comply with the NPDES program requirements and to ensure adequate involvement by the City in the NPDES Permit program:

- A. Consultant shall attend and adequately represent the city at the following meetings:

## **ATTACHMENT C SCOPE OF WORK**

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.

1. Middle Santa Ana River TMDL Task Force.
2. Basin Monitoring Program Task Force.
3. Emerging Constituents Task Force.
4. Santa Ana Regional Water Quality Control Board.
5. Santa Ana Watershed Project Authority meetings relating to grants, water conservation or other interdisciplinary activities related to the NPDES.
6. Attend City Capital Improvement Status meeting, Design Review Committee, Economic Development Committee, Utility Commission meeting, Planning Commission, or City Council meetings as requested.

B. 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.

C. 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.

D. 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.

E. Assistance in preparation of fee studies, cost recovery models or other activities in support of the program.

F. Consultant shall have the capacity to review, analyze and provide technical, scientific and policy assessment 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.



## **ATTACHMENT C SCOPE OF WORK**

- G. 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.
- H. 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.
- I. 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.
- J. Coordination with other water conservation organizations and agencies including but not limited to, Rialto Water Service/Veolia, and SAWPA.
- K. Other administrative activities as requested in support of the NPDES program or other associated programs, including water, wastewater and landscaping.

### **III. 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 documentations 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:

## **ATTACHMENT C SCOPE OF WORK**

A. **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.

B. **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 in order to ensure that the industrial businesses are in compliance 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.

C. **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

## **ATTACHMENT C SCOPE OF WORK**

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.

**D. Post Construction BMPS** – Consultant shall perform Post Construction BMP Inspections of all BMPS included with current and past WQMP documents in order 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 on a greater frequency if issues are identified. Consultant shall work with property owners, property managers and tenants in order to ensure that BMPs are operating as set forth in the WQMP document, and that said BMPs are being properly maintained in order 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 Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.

**E. 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 in order 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 in order 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

## **ATTACHMENT C SCOPE OF WORK**

ensure corrections of Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.

### **IV. 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 or tailgate 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 not limited to:

- A. 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;
- B. Integration of the General Construction Permit and the General Industrial Permit, and other statewide requirements into City operations.
- C. Compliance with NPDES requirements in Municipal facilities.
- D. Other specific training as determined by the City.

### **END OF GENERAL SCOPE OF WORK**

**COPY OF CITY'S SAMPLE PROFESSIONAL SERVICES AGREEMENT  
FOLLOWS THIS PAGE**

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO AND**

**(NAME OF VENDOR)**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this (Date) day of (Month), 2015 by and between the City of Rialto, a municipal corporation ("City"), and (Vendor Name), a (State) ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully,

## ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT

competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

### 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

### 1.3 Compliance with Law.

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

### 1.4 Licenses, Permits, Fees, and Assessments.

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

### 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact

## ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT

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.

Contractor 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 do 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. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 1.8 Further Responsibilities of Parties.

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

### 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken



## ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT

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.

### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## 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 "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (Dollar Amount Written Out) Dollars (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved 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

## **ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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)

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

established in the "Schedule of Performance" attached hereto as Exhibit "D" 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 but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

**3.3 Force Majeure.**

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

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Consultant.**

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

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## **ATTACHMENT D**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

#### **4.2 Status of Consultant.**

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

#### **4.3 Contract Officer.**

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. 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 Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

## **ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT**

### **4.4 Independent Contractor.**

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

### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance Coverages.**

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

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

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

**5.2 General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract



## ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT

Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

### 5.3 Indemnification.

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

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

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

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

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

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

**5.4 Sufficiency of Insurer or Surety.**

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



## **ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT**

the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### **6.1 Records.**

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

#### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

#### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such

## ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT

completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

### 6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.**

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

**7.2 Disputes; Default.**

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

**7.3 Retention of Funds.**

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

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**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    Liquidated Damages**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of (Written Out Dollar Amount) (\$\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

**7.8    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

## **ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

### **7.9 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.

### **7.10 Attorneys' Fees.**

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.**

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

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

**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, 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, 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.



**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Facilities and Equipment.**

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

**9.2 Payment of Taxes.**

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

**9.3 Notices.**

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

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

With copy to:                      Aleshire & Wynder, LLP  
                                         18881 Von Karman Ave., Suite 1700  
                                         Irvine, CA 92612  
                                         Attn: Fred Galante, City Attorney  
                                         Tel: (949) 223-1170

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Fax: (949) 223-1180

If to Consultant: (NAME)  
(Address)  
Tel:  
Fax:

With copy to: (NAME)  
(Address)  
Tel:  
Fax:

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 Council. 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



**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

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

**[SIGNATURES ON FOLLOWING PAGE]**

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF RIALTO, a municipal corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**(CONSULTANT NAME)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**VENDOR**

By \_\_\_\_\_ (Vendor Name), a (State) corporation  
Firm/Company Name

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_ ss

On \_\_\_\_\_

before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary  
Signature:

Notary Seal:

State of \_\_\_\_\_

County of \_\_\_\_\_ ss

On \_\_\_\_\_

before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary  
Signature:

Notary Seal:

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
- A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A.
  - B.
  - C.

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

DRAFT

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the following tasks at the following rates:**

**RATE TIME SUB-BUDGET**

A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**ATTACHMENT D  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A.**
  - B.**
  - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**END OF EXHIBIT "E"**







May 23, 2016

Ms. Katie Nickel  
Senior Administrative Analyst  
City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376

**Subject: Proposal to Provide Professional Traffic Engineering Services for the Highway Safety Improvement Program (HSIP) Cycle 8 Grant Application**

Dear Ms. Nickel:

Willdan Engineering (Willdan) is pleased to submit this proposal to provide professional traffic engineering services for the Highway Safety Improvement Project (HSIP) Cycle 8 grant application. As part of the process, we understand the City will organize and facilitate project meetings to discuss the grant opportunity areas within the City. The specific project will be identified through staff-level discussions and confirmed through field data collection. Willdan will complete the necessary documents for the project evaluation and strive to maximize evaluation rating metrics in its preparation for up to two (2) projects including:

- left turn phasing at the signalized intersection of Riverside Avenue and Alder Avenue; and
- left turn phasing at signalized intersections on Baseline Road and Sycamore Avenue and Baseline Road and Eucalyptus Avenue.

Once the initial project evaluation phase has been completed and the projects have been selected, Willdan will provide engineering support to the City for up to two (2) HSIP applications with the understanding that another consultant will prepare application forms and submit the complete HSIP grant application.

Our specific scope of work, schedule, and fee to complete this project are:

## **SCOPE OF WORK**

### Phase 1 – Project Selection Process

1. Review recent grant applications and assess if previous applications have projects that would compete well under the current guidelines.
2. Attend up to four (4) staff level meetings to discuss possible candidate projects and provide direction to help select a short list of candidate projects. Review project-related information provided by the City and Sheriff's Department.
3. Gather existing traffic volumes, speed surveys, collision records, road geometrics and demographic data needed to complete the HSIP grant application. Identify high collision locations and collision patterns, if any. Compile information from City staff regarding prior projects and attempts to address the safety issues at the project location.



4. Conduct field investigations of candidate projects to verify existing conditions, identify unusual or special conditions, and note other physical characteristics that might improve the likelihood of grant funding. Evaluate potential countermeasures to determine most appropriate solutions and Benefit/Cost ratios greater than 3.5.
5. Obtain collision related documentation from the University of California Berkeley (UCB) Safe Transportation Research and Education Center (SafeTREC) website to evaluate possible project locations.
6. Working with staff, prioritize and determine the selected project location based on review of information gathered in Tasks 1 through 5. Prepare a project description and overall project cost for approval by the City for up to two projects.

#### Phase 2 – Grant Application Preparation

1. Once the initial project evaluation phase has been completed and the projects have been selected, we will analyze available collision records, traffic counts, and speed studies for selected project locations. Prepare collision diagram(s) and collision summary report(s) as required.
2. Prepare HSIP project location map, concept sketch(es) and cross sections to illustrate existing and proposed conditions including lane configuration, right of way, influence area, and construction limits.
3. Prepare an engineering estimate for recommended improvements per application guidelines.
4. Use Caltrans' HSIP Cycle 8 Benefit/Cost (B/C) Excel spreadsheet to determine crash reduction factors and benefit-cost ratios for the proposed countermeasure(s) for the selected project.
5. Prepare a warrant analysis and collect traffic volume counts, if needed, for up to three (3) intersections for the proposed traffic control device(s).

#### **SCHEDULE**

We estimate that the scope of work can be completed for City review within 4 weeks of receipt of the signed proposal and the Notice-to-Proceed.

#### **FEE**

We propose to provide the above engineering services for a not-to-exceed amount of **\$12,500** based on the following breakdown:

Phase 1 – Project Selection Process	= \$ 4,500
Phase 2 – Grant Application Preparation	= \$ 8,000

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by email.





Thank you for the opportunity to be of service to the City of Rialto. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Please note that while Willdan strives to offer the City its best effort, it is impossible to guarantee the eligibility or outcome of grant applications, as well as the completeness or accuracy of outside information used in the preparation of the application(s). Should you have any questions regarding this proposal, please contact Ms. Vanessa Muñoz at (562) 368-4848 or Mr. Jeff Lau at (562) 364-8526.

Respectfully submitted,

**WILLDAN ENGINEERING**



Lew Gluesing, PE, TE, PTOE  
*Director of Engineering*

Approval and Authorization to Proceed By:

**CITY OF RIALTO**

---

Signature

---

Date

91005/06-160/P16-118\_12796





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Event

# 2016 6th Annual SANBAG General Assembly



Date+Time

Thursday, June 16, 2016 from  
5:30 PM to 9:00 PM (PDT)

Location

Citizens Business Bank Arena  
4000 East Ontario Center  
Parkway  
Ontario, CA 91764

Name

Robert  
Eisenbeisz

Payment Status

Eventbrite  
Completed

Order Info

Order #524957446. Ordered by Michele Aguirre on June 7, 2016 3:28 PM

Type

Public Sector Employee Admission \$95.00



## Registration Information:

Please select your meal choice  
Beef (also Gluten Free)



524957446661673176001



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[www.eventbrite.com](http://www.eventbrite.com)





For City Council Meeting and Rialto Utility Authority [June 14, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

**..Title**

Request City Council to Approve a Professional Services Agreement with CV Strategies for Community Relations Services Associated with the Evaluation of an Efficiency-based Water Rate Structure in the Amount of \$55,650.

**..Body**

**BACKGROUND:**

On September 22, 2015, the City Council accepted Proposition 84 grant funding of \$215,030 from the Santa Ana Watershed Project Authority (SAWPA) and the Department of Water Resources to evaluate efficiency-based water rates.

Efficiency-based water rates, also known as budget-based water rates, establish customer-specific tiers for indoor and outdoor water use. An efficiency-based water rate creates a tiered rate structure that meets each customer's unique needs to optimize efficient usage. The premise is that instead of tiers or budgets that are fixed, they vary for each customer to account for individual circumstances.

In order to calculate a water budget, several factors must be considered including:

- Property size
- Landscape area
- Number of residents
- Climate conditions

There are often three volume charge tiers associated with efficiency-based water rates:

- 1<sup>st</sup> Tier, indoor water use, the least expensive water charge.
- 2<sup>nd</sup> Tier, indoor plus outdoor water use; outdoor water use is at a higher rate than indoor water use to encourage best practices in water conservation.
- 3<sup>rd</sup> Tier, water use exceeding the indoor and outdoor allocation; water use above the combined indoor and outdoor individual allocation is the most expensive.

Indoor water budgets are based on the number of people in the household and outdoor water budgets are determined by the amount of landscaped areas on the property. The budgets provide an allowance of water usage for the customer at the various tiers. This rate structure helps encourage conservation efforts, which will protect water supply for future generations. Efficiency-based rates are considered an industry best practice and



have been proven to help with water conservation, stabilize revenue and secure long-term financial stability for water agencies. At least 17 utilities in California currently use efficiency-based water rates, and other agencies are currently investigating or in the process of implementing similar programs.

Some additional advantages of efficiency-based rates are:

- The calculation of individual property allocation amounts helps to quantify for customers the amount of water use that is considered efficient for their individual situation in terms of indoor and outdoor water use.
- Efficiency-based rates help to establish the connection between the service provided and the cost of providing service, which helps satisfy Proposition 218 requirements.
- It incentivizes customers to conserve and reduce water usage.
- Customers will better recognize the benefits of implementing water efficient landscaping and irrigation systems.
- The individual rate structure recognizes individual efficiencies by setting individual targets that will define the amount above which is considered to be excessive.
- Customers who already conserve water or have efficient systems could potentially see decreased cost because they are likely using less than their allocation amount.

Where efficiency-based rates are used, water consumption has decreased; customers have also reported that they understand it and consider the rate structure to be more equitable.

The City is currently in the very early stages of the SAWPA funded efficiency-based rate study. FG Solutions is completing this study through a contract awarded by Council on October 27, 2015. Activities related to the study include public outreach and involvement, typically done with the aid of a community relations firm. Community outreach is considered a separate service and not part of the rate study therefore a public relations consultant is necessary. It is very important to have community input in the process.

As a partner in the SAWPA grant project, the selected community relations consultant will be completing the following tasks:

- Analysis of Communications Needs
- Development of Community Involvement Activities
- Develop Outreach Materials



- Develop a Staff Training Program for Outreach Activities
- Manage Post-Hearing Outreach Activities

Once the study is complete, staff will present the findings to the Utility Commission and Council with recommendations on whether or not implementation of the new rate structure would benefit the City.

#### **ANALYSIS/DISCUSSION:**

The Public Works Department prepared and issued a Request for Proposal (RFP 16-067) for Community Relations Services associated with the City's evaluation of an efficiency-based water rate structure.

On March 15, 2016, the City received four (4) proposals in response to RFP No. 16-067 from the following firms (in alphabetical order):

1. The 20/20 Network (Upland, CA)
2. Cook + Schmid (San Diego, CA)
3. CV Strategies (Indian Wells, CA)
4. MBI (Covina, CA)

The City assembled an evaluation panel to review the submitted proposals. The proposal evaluation panel consisted of the following members:

- Art Griffith, Water Budget Consultant
- June Hayes, Utility Commission Member
- James Shields, Utility Commission Member
- Katie Nickel, Public Works Program Coordinator
- Amy Crow, Administrative Analyst

Multiple criteria including project understanding, scope of work, staff qualifications, firm qualifications, and project cost were used in the evaluation of the proposals. **Table 1** illustrates the scoring and the evaluation detail is included as **Attachment 1**.

**Table 1**

<b>EVALUATORS</b>	<b>E1</b>	<b>E2</b>	<b>E3</b>	<b>E4</b>	<b>E5</b>	<b>Total Score</b>	<b>Average Score</b>
<b>Cook &amp; Schmid</b>	60	90	59	92	42	343.000	68.6
<b>MBI</b>	75	81	83	95	84	418.000	83.6
<b>20/20 Network</b>	93	97	64	95	69	418.000	83.6
<b>CV Strategies</b>	88	93	93	100	80	454.000	90.8



Table 2 lists the proposed cost for Community Relations Services for each proposal:

**Table 2**

<b>Consultant</b>	<b>Cook &amp; Schmid</b>	<b>MBI</b>	<b>20/20</b>	<b>CV Strategies</b>
TASK 1 Community Involvement Activities	27,820.00	52,180.00	17,500.00	24,150.00
TASK 2 Printed Materials	21,565.00	20,245.00	24,000.00	13,125.00
TASK 3 Staff Training	16,584.00	11,680.00	8,000.00	7,000.00
OTHER COSTS	30,797.00	10,700.00	-	11,375.00
<b>TOTAL PROJECT COST</b>	<b>96,766.00</b>	<b>94,805.00</b>	<b>49,500.00</b>	<b>55,650.00</b>

CV Strategies is currently responsible for the “IEfficient” campaign, a regional water conservation outreach group in which Rialto is a participant. Their tasks include branding, mailers, billboards, public service announcements, website and local community events. In addition, CV Strategies has assisted various public agencies as they transitioned to efficiency-based water rates, tiered water rates and general rate increases. In addition, CV Strategies is experienced with Proposition 218 rate-setting process and requirements. Agencies on CV Strategies client list include East Valley Water District, West Valley Water District, Coachella Valley Water District, San Bernardino Valley Water Conservation District and the Cities of Coachella, Desert Hot Springs, Fresno, Indio, La Quinta, Loma Linda, Redlands, and Santa Paula.

Based on the quality of the proposal, the demonstrated understanding of the scope of work, experience with similar projects, staff qualifications, familiarity with efficiency-based water rates and reference checks with other cities and water agencies, staff recommends the City Council award the professional service agreement to CV Strategies for Community Relations Services, Project No. 160401.

#### **ENVIRONMENTAL IMPACT:**

The request is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

#### **GENERAL PLAN CONSISTENCY:**

Approval of this action complies with the City of Rialto General Plan Goal and Policies:

**Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.**

**Goal 3-8: Promote affordable and quality water service capable of adequately meeting normal and emergency water demands to all areas in the Rialto.**





- Policy 3-8.1: Require that all new development or expansion of existing facilities bear the cost of expanding the water system to handle the increased demands which they are expected to generate.
- Policy 3-8.4: Advocate regular evaluation of the entire water supply and distribution system to ensure its continued adequacy, reliability and safety.
- Policy 3-8.5: Upgrade outdated and undersized water service facilities to prevent unnecessary system failures in the City's water system.
- Policy 3-8.6: Work with water agencies to aggressively recharge groundwater basins and prevent excessive water pumping when there are inadequate supplies.
- Policy 3-8.7: Develop new sources of water supply, including drilling additional water wells that are free from perchlorate, and expanding recycling water opportunities.
- Policy 3-8.8: Work with municipal water districts to explore new water conservation opportunities within Rialto.
- Policy 3-8.9: Conserve potable water and utilize reclaimed water for meeting landscaping and irrigation demands as much as possible.
- Policy 3-8.10: Support water conservation through requirements for landscaping with drought-tolerant plants and efficient irrigation for all new development and City projects.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and professional services agreement.

**FINANCIAL IMPACT:**

Sufficient funds for Professional Services Agreement with CV Strategies for the community relations activities related to the efficiency-based water rate study are available in the Water Fund Account No. 670-500-7960-2011-160401-01 in the amount of \$55,650

The City Council on September 22, 2015 accepted the SAWPA Grant funding to investigate and possibly implement an efficiency based water rate structure in the amount of \$215,030. The grant will fund the rate consultant, assessment of the current utility billing system, aerial imagery, and GIS consultant. The Grant will also fund the Proposition 218 Notice), temporary customer services help, and design of new billing and equipment if necessary.



**RECOMMENDATION:**

Staff recommends that the City Council Approve a Professional Services Agreement with CV Strategies for Community Relations Services associated with the evaluation of an efficiency-based water rate structure in the amount of \$55,650.





# *City of Rialto*

## *California*

### **Addendum Number 1**

### **Request for Proposals #16-076**

### **TECHNICAL CONSULTANT SERVICES TO ASSIST WITH THE NPDES PROGRAM**

To all prospective bidders under specifications for Request for Proposals #16-076, Project, which are to be received by the Purchasing Department at 335 W. Rialto Avenue, Rialto, CA 92376, until 3:00 P.M. on April 28, 2016:

**The intent of this Addendum No. 1 is to incorporate revisions to certain specifications; and to address Requests for Information received between March 24, 2016 and April 14, 2016.**

**I. The following shall be acknowledged:**

*Paragraph F – Cost Proposal on page 12 of 16 of the RFP and Paragraph G “The City will use...” on page 13 of 16 are deleted in their entirety. The following paragraph is hereby added:*

**“Paragraph F – Cost Proposal - “Due to the variable nature of the work proposed, the cost proposal shall include only the following items:**

- a. List the current hourly rates for all classifications of personnel who may work on providing the City with NPDES program consulting services as defined in the Scope of Services and tasks identified for Fiscal Year 2016-17, 2017-18 and 2018-19.
- b. List any reimbursable expenses the City may incur and the mark-up proposed on those expenses, including but not limited to, subcontracts, materials, or other expenses.
- c. The mileage rate shall be the IRS rate as established each year and published by the IRS. No markup shall be provided for mileage.
- d. The City shall include a provision in the final agreement with the selected firm(s) for annual CPI adjustments of the hourly rates after the base three year period for contract years four and five, if exercised by the City. Annual cost-of-living adjustments, if any, shall be based on the Consumer Price Index (CPI) for All Urban Consumers, for Los Angeles-Riverside-Orange County, CA
- e. The City may, at its discretion during the life of the contract, request the vendor to provide task estimates for discrete tasks or projects for budgeting purposes, and may elect to allocate annual budgets on a task basis, based on the type of work necessary to meet the program needs during the life of the contract. Said tasks will be based on estimated hours by classifications that the vendor expects to expend for that particular task or area.”

**II. The following answers to questions received shall be acknowledged:**

- a) Question 1: Does the term “Work Proposal” (on Page 12 of 16) refer to the envelope that contains Attachment A, Attachment B, and the Cost Proposal? Or is it a separate document within the sealed envelope? If it is a separate document, what is the content of the Work Proposal? Is it simply a document that lists all scope of work items?**

*Answer 1: The work proposal should include all of the following:*

- 1. Completed Signature authorization and Addenda Acknowledgment (see **Attachment A**)*
- 2. Completed Debarment and Suspension Certificate (see **Attachment B**)*
- 3. Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables*
- 4. Related Experience; include relevant experience date, name of agency, and reference name/contact information*
- 5. A compact disc (“CD”) containing the **Work Proposal** in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats.*

*The Cost Proposal should be in a separate envelope, clearly marked with the title and number of the RFP, and included inside the proposal package. The cost proposal consists of:*

**Refer to item I. above of the addendum for new language on Cost Proposal.**

- 6. Cost proposal – provide a Cost Proposal that includes all costs associated with the services needed to implement the Project. The general Scope of Services outlined in Section 3 is only provided as a guide in this Request for Proposals; Consultants should provide a detailed Scope of Services in their submitted Work Proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general Scope of Services.*

- b) Question 2: Section VII, Subsection E requires the Work Proposal be provided in Microsoft Word and Adobe Acrobat. Is the Work Proposal the only item to be included on the CD? Such that the CD would not include Attachment A, Attachment B, the Technical Proposal, Related Experience, and the Cost Proposal?**

*Answer 2: The CD must include the entire work proposal in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats.*

- c) **Question 3: Is Section VII, Subsection D – Related Experience (on page 12 of 16) a separate document from Section D.3 (on page 14 of 16)? Or should the reference information requested on page 12 be incorporated into the information provided per page 14?**

*Answer 3: The “Related Experience” referenced under VII includes all of the items listed in Section A: Project Understanding, Section B: Scope of Work, Section C: Staff Qualifications, Section D: Firm Qualifications and Section E Project Schedule.*

- d) **Question 4: For the purposes of developing the cost proposal, can the City please provide the duration of the contract?**

*Answer 4: The term of the Professional Service Agreement is an initial three year term, with two additional one year extensions available at the City’s sole discretion.*

- e) **Question 5: Section VII – Proposal Content says: “Interested firms shall submit SIX (6) copies (one marked “Original” plus seven copies) of its proposal by the deadline.” Does this mean we should submit EIGHT (8) copies (one original plus seven copies) or SIX (6) copies (one original plus five copies)?**

*Answer 5: Submit one (1) copy marked “Original” plus four (4) additional copies for a total of five (5) copies.*

- f) **Question 6: Section VII – Proposal Content says: “The proposals must be in an 8 ½ X 11 format.” Will the City allow 11x17 pages for Section E – Project Schedule and the Cost Proposal?**

*Answer 6: Yes, 11 x 17 paper will be allowed for Section E – Project Schedule and the Cost Proposal provided that it fits within an 8 ½ x 11 binder.*

- g) **Question 7: PAGE 14 - SECTION E - Project Schedule. Deadline for submission is listed as 3:00PM Thursday April 30, 2015. Please clarify.**

*Answer 7: Requests for Proposals for #16-076, technical consultant services to assist with the National Pollution Discharge Elimination System (NPDES) Program for the City of Rialto, must be received at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA, 92376, by 3:00 P.M., THURSDAY, APRIL 28, 2016.*

- h) **Question 8: Please clarify the acceptable formats for the Cost Proposal. Are hourly rates by position type, together with an estimate by Task, acceptable? Page 13 of the RFP notes “lump sum cost per task item or element of work.” The extent of some of the work is unknown, to both the city and to proposers: for example, the Scope calls for the consultant to “Conduct development reviews and assist the Planning and Engineering Divisions as it relates to working with developers in the planning phase in order to incorporate LID principals into each development in order to minimize time and cost delays.” The effort to complete such a task depends on the number of developments to be processed in the coming year and the understanding by future developers of program requirements and their willingness to incorporate them into projects, both unknown factors.**

*Answer 8: Paragraph F – Cost Proposal on page 12 of 16 of the RFP and Paragraph G “The City will use...” on page 13 of 16 are deleted in their entirety. The following paragraph is hereby added:*

**“Paragraph F – Cost Proposal - “Due to the variable nature of the work proposed, the cost proposal shall include only the following items:**

- f. List the current hourly rates for all classifications of personnel who may work on providing the City with NPDES program consulting services as defined in the Scope of Services and tasks identified for Fiscal Year 2016-17, 2017-18 and 2018-19.
- g. List any reimbursable expenses the City may incur and the mark-up proposed on those expenses, including but not limited to, subcontracts, materials, or other expenses.
- h. The mileage rate shall be the IRS rate as established each year and published by the IRS. No markup shall be provided for mileage.
- i. The City shall include a provision in the final agreement with the selected firm(s) for annual CPI adjustments of the hourly rates after the base three year period for contract years four and five, if exercised by the City. Annual cost-of-living adjustments, if any, shall be based on the Consumer Price Index (CPI) for All Urban Consumers, for Los Angeles-Riverside-Orange County, CA
- j. The City may, at its discretion during the life of the contract, request the vendor to provide task estimates for discrete tasks or projects for budgeting purposes, and may elect to allocate annual budgets on a task basis, based on the type of work necessary to meet the program needs during the life of the contract. Said tasks will be based on estimated hours by classifications that the vendor expects to expend for that particular task or area.”

Date: April 19, 2016

BY ORDER OF THE CITY OF RIALTO

By

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Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer  
RCE 54931