

**CITY OF RIALTO
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL ADVANCE PLANNING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 26th day of January, 2016 by and between the CITY OF RIALTO, a California municipal corporation, (hereinafter referred to as "City") and MIG, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has determined that there is a need for an On-Call Advance Planning Services.
- B. Consultant has submitted to City a proposal to provide professional planning and environmental services for the Project pursuant to the terms of this Agreement.
- C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.
- D. City desires to retain Consultant to provide such professional services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Scope of Services"). As a material inducement to the City entering into this Agreement, Consultant agrees that Consultant is experienced in performing the Scope of Services contemplated herein and, Consultant agrees that it shall follow the professional standards in performing the Scope of Services required hereunder ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City

("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.4 Licenses, Permits, Fees and Assessments. Consultant represents and warrants to City that it has obtained all applicable licenses (including a City Business License), permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Scope of Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Scope of Services under 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 Scope of Services required by this Agreement, and shall indemnify, defend, and hold harmless 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 hereby agrees that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) 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 any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to any site where the Scope of Services are

performed 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 Scope of Services by the City, except such losses or damages as may be caused by City's own negligence.

1.7 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.

1.8 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 such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Maximum Contract Amount or \$15,000, whichever is less, may be approved by the City Administrator, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Rialto City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

2.0 COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the maximum contract amount of **One Hundred Fifty thousand (\$150,000) (hereinafter referred to as the "Maximum Contract Amount")**, except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be

applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the Contract Officer, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within thirty (30) days after receipt of the invoice or as soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City or Consultant, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment shall be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Rialto City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the **essence** in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon to the Staff Availability and (Exhibit "D") and Hourly Rates (Exhibit "E").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed given by the City, and shall perform all Services within the time period(s) established in the Staff Availability and Hourly Rates, which is attached hereto as Exhibit "D", Exhibit "E" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract

Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Staff Availability and Hourly Rates 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 (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Administrator in writing of the causes of the delay. The City Administrator 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 City Administrator such delay is justified. The City Administrator'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 as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services, as provided in the Staff Availability and Hourly Rates (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following representative of Consultant is hereby designated as being the main point of contact of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make

all decisions in connection therewith: Laura R. Stetson, Principal, MIG. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing representative is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing representative may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator of City, and is subject to change by the City Administrator. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully 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 to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Scope of Services will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. 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 consent 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 Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the

performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. 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 pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of the Scope of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing the Scope of Services hereunder.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Scope of Services hereunder by Consultant, its agents, representatives, or employees. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per claim and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Administrator.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

- B. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.
- C. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.
- D. **Business Automobile Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.
- E. **Employer Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance

written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Administrator prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Administrator may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, (if applicable) against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Administrator and approved in writing.

5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Scope of Services performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B+++, Class

VII, or better, unless such requirements are waived in writing by the City Administrator or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Rialto or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Rialto, its officials, employees, and agents are named as an additional insured..." ("as respects City of Rialto Contract No. _____" or "for any and all work performed with the City" may be included in this statement).*
2. *"This General Liability insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Rialto Contract No. _____" or "for any and all work performed with the City" may be included in this statement).*
3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*
4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers. In addition to the endorsements listed above, the City of Rialto shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at consultant's sole cost and expense) protect and hold harmless City and its officers, council members, officials, employees, and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness, or willful misconduct of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonable acceptable to the Indemnified Party all claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to or relate to Indemnified Claims" shall be based on the allegations made in the claim and the facts known or subsequently discovered by the parties.

In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that did not arise out of or pertain nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent then City shall reimburse consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for Attorney fees expert fees litigation costs and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this

Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 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 the Scope of 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 Scope of 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 such 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City upon payment in full for services provided and shall be promptly 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 of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of 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.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City,

such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Administrator, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.5.

C. 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 8.4B, take over the Scope of Services 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

Scope of Services required hereunder **exceeds** the Maximum Contract Amount (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. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies 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.

8.7 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.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. 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/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

- A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.
- B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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)

five (5) 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:

To City: Robb R. Steel, Assistant City Administrator,
Development Services Director
City of Rialto
Development Services Department
150 S. Palm Avenue
Rialto, CA 92376
Telephone: (909) 820-8088

Attention: City Administrator
150 S. Palm Avenue
Rialto, CA 92376
Telephone: (909) 820-2689
Facsimile: (909) 820-2527

To Consultant: Laura R. Stetson, AICP
Moore Iacofano Goltsman, Inc. (MIG)
537 South Raymond Avenue
Pasadena, CA 91105
Telephone: (626) 744-9872
Facsimile: (626) 744-9873

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing 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 the Party for which he or she is signing is bound

10.9. Sole Corporate Remedy. It is intended by the parties to this Agreement that Consultant's services in connection with the project shall not subject Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the City's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MIG, a California corporation, and not against any Consultant's employees, officers, directors, or principals.

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement on 26th day of January, 2016.

CITY OF RIALTO, CALIFORNIA

MIG

By: _____
Deborah Robertson
Mayor

By: _____
Laura R. Stetson, Principal

ATTEST:

By: _____
Barbara McGee
City Clerk

APPROVED AS TO FORM:

By: _____
Fred Galante, ESQ.
City Attorney

RECOMMENDED:

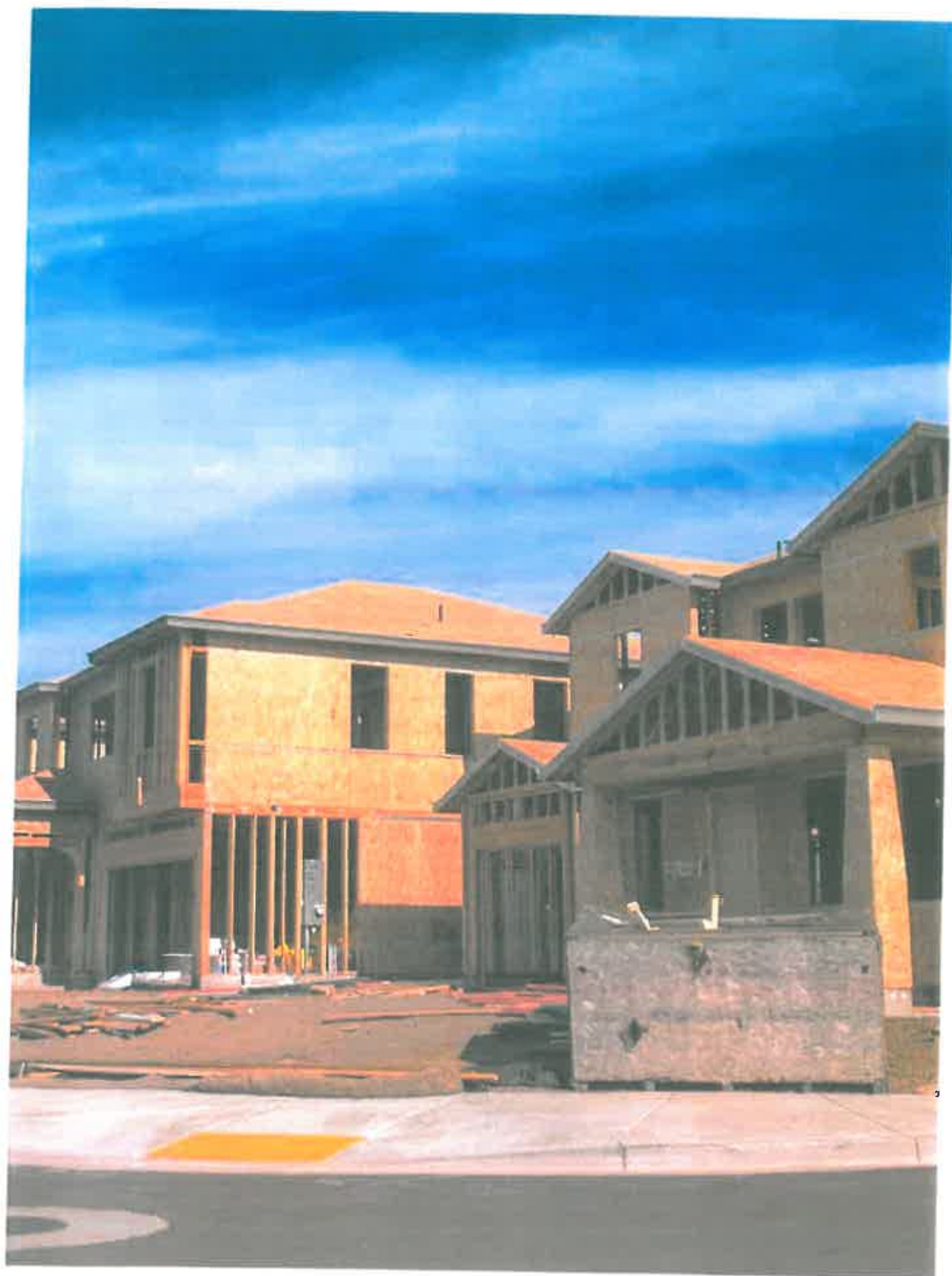
By: _____
Robb R. Steel, Asst. City
Administrator, Development Services
Director
Development Services Department

EXHIBIT "A"
SCOPE OF SERVICES

END OF EXHIBIT "A"

SECTION THREE
Scope of Work





Project Approach

UNDERSTANDING OF THE CITY OF RIALTO

The City's Request for Proposals (RFP) indicates the need for a planning firm that can step in and immediately start to function at full capacity. The backlog of work in the Development Services Department needs to be addressed to be responsive to applicants and to set a new framework to facilitate economic development. Hiring a firm with planners who know and understand the City will allow the work to get underway quickly and effectively.

MIG has a long relationship with the City of Rialto, having provided a variety of services to both the City and private developers looking to invest in Rialto. This relationship extends back to staff who worked for Hogle-Ireland, Inc. before its merger with MIG, Inc. in 2013; these staff continue to work for MIG today. Projects in which we partnered with the City include the General Plan, the 2008-2014 Housing Element, the Foothill Boulevard Specific Plan and numerous environmental documents. This experience provides us with a solid understanding not only of the City as a whole but of the specific policies and geographies and how they interact with broader City goals.

We have or are currently undertaking a variety of environmental reviews with and for the City, specifically peer review of environmental documents for Pepper Avenue and the Renaissance Specific Plan. Also, we are preparing environmental documents for various ProLogis industrial developments. These have provided us with an understanding of the broad issues in Rialto, as well specific site conditions.

Before the merger between Hogle-Ireland and MIG, MIG itself was active in the City preparing the Downtown Vision Plan, from which grew the development policies now reinventing Rialto's Downtown.

MIG will build on this intimate knowledge of the community and will be able to immediately start work on the projects for which the City staff needs assistance. We will simply need an orientation on the specific project being assigned. We will assign MIG staff who know Rialto well from previous work in the City, as well as new staff with the skills necessary to address your current needs.

UNDERSTANDING OF THE CITY'S NEEDS

The Request for Proposals identifies two distinct areas of service the City is requesting: 1) preparation of a Housing Element and 2) on-call planning services for advanced planning efforts.

Housing Element

MIG is one of the premier planning firms in the State for preparation of Housing Elements. We have prepared over 20 Housing Elements, all of which have been certified by the State Department of Housing and Community Development (HCD) as complying with Housing Element law. Our services for Rialto include:

- Review of the City's accomplishments under the previous Housing Element (which, in the case of Rialto, MIG staff prepared)
- The collection and analysis of the needed data
- Coordinating with the City in development the implementation strategies
- Finding creative solutions to meet the Regional Housing Needs Assessment (RHNA) requirements
- Addressing legislation enacted since adoption of the current element, such as SB 244 and SB 2
- Updating goals, policies and actions as appropriate and needed
- Working closely with the City in negotiating with HCD to gain certification of the Housing Element

The preparation of a new Housing Element requires an understanding and ability to coordinate community expectations, political implications, regulatory requirements, financial and fiscal limitations and resource allocation. MIG is well versed in coordinating all of these and successfully preparing a Housing Element that meets the needs of the City and the State and is, at the same time, practical and implementable.

Advanced Planning Efforts

The Request for Proposals identifies seven specific areas in which advanced planning services are needed. These range from demographic and statistical analysis, updating and "fixes" to the current General Plan and Zoning Ordinance, environmental review and analysis, AB 32 Green House Gas compliance and a general updating of the Circulation Element to incorporate active transportation modes.

MIG is a comprehensive planning firm that has undertaken each and all of these services for numerous jurisdictions. In addition, our team for Rialto includes staff from Iteris, who bring knowledge of the City from current and past work with you, combined with extensive background modernizing and updating Circulation Elements.

With regard to anticipated Zoning Ordinance amendments, we foresee the need to update regulations to implement the General Plan Land Use and Housing Elements. For example, SB 2 requires that the City identify a zone to permit emergency shelters by right. The 2004-2008 Housing Element identifies the I-P Zone as the appropriate location. We will develop objective standards to implement this program. Other Housing Element-directed changes include accommodating transitional/supportive housing, density bonuses and reasonable accommodation. These Zoning Ordinance updates need to be accomplished prior to submitting the draft Housing Element to HCD.

MIG recognizes the dynamic market in which Rialto finds itself and the significant development pressure it faces. We also recognize that the City's planning staff is of limited size and that it is not possible to anticipate what planning services the City may need over the course of this contract. These needs may include additional advanced planning efforts, processing of large and small entitlement projects, technical analysis of such factors as noise, cultural resources and greenhouse gas emissions for specific projects. Analysis of specific policy areas and preparation of proposed City policies may be needed as well.

City staff noted that the full range of projects and services is not known at this time. Therefore, while this proposal focuses on providing the specific services identified in the Request for Proposals, MIG is prepared to assist the City in any of its planning efforts which may arise in the future, even though not now contemplated. To meet this need, we are including in this proposal staff who the City can call upon under the contract for whatever the City finds its future needs are.

THE MIG APPROACH

In any cooperative effort with a city for a multifaceted contract such as the one envisioned in the Request for Proposals, key will be having a contract services manager who will serve as the primary point of contact for any and all services. This manager must be someone who the City can rely upon to have a firm knowledge of the activities being undertaken, the ability to call upon the specific MIG staff needed and in-depth knowledge of Rialto. This management approach will ensure efficiency and effectiveness, and will make the interaction easy for City staff. To this end, MIG proposes Jose Rodriguez as the overall Project Manager and point of contact. Mr. Rodriguez, whose career has spanned 15+ years, has experience in almost all aspects of City planning and specifically those areas requested in the RFP. He was the key planner for the Rialto General Plan and Housing Element. Also, he grew up in Rialto and knows the City intimately.

Under Mr. Rodriguez's overall management, MIG is proposing several expertise-specific teams to be used depending on the specific assignment, each with an MIG Principal or Director heading the team.

The Housing Element effort will be led by Genevieve Sharrow. During her career, Ms. Sharrow has prepared over 15 Housing Elements and is well suited to assist the City with preparation of the updated Housing Element for the 2015-2021 planning period. Ms. Sharrow will be able to call upon all of the divisions of MIG for assistance and will also have MIG staff assigned to assist her in the effort.

The team assigned to review and update the General Plan, including the Circulation Element amendment, will be headed by Mr. Rodriguez. He will be advised by Principal-in-Charge, Laura Stetson, who was pivotal in developing the current General Plan. Also providing support will be Nelson Miller, who managed the Foothill Boulevard Specific Plan. Iteris will provide the necessary transportation engineering and planning efforts needed for the Circulation Element update. MIG will assign additional staff to assist in the General Plan efforts as needed. The additional staff is identified in this proposal.

Iteris will assist the City in updating the Circulation Element to address safety, mobility and access needs by applying a Complete Streets approach. This will build on the previous Circulation Element to include detailed assessment of active transportation, including pedestrians, bicycles and neighborhood electric vehicle, as well as transit conditions, needs and improvements. In particular, the Active Transportation Plan portion of the Circulation Element will allow for a true comprehensive multimodal approach to mobility in Rialto and will allow for development of a logical support system for access to local and regional transit by providing enhanced and realistic first- and last-mile options.

Chris Brown, Director of Environmental Services for MIG, will head up the environmental compliance team for the CEQA/NEPA and specific technical environmental issues and reports, such as compliance with AB32 Greenhouse Gas requirements. Mr. Brown will head a team including four planners from MIG's environmental division staff.

Laura Stetson will direct efforts focused on revisions to the Zoning Ordinance. As with the other internal teams, Ms. Stetson will have additional MIG planners available to her who have zoning expertise.

Finally, recognizing that the City may need assistance in processing entitlement applications and working with property owners, business owners and developers, MIG proposes a team to assist the City's current planning efforts. This team will be led by Richard (Rick) Zimmer, Director of Planning Services. Mr. Zimmer will be assisted by MIG staff with expertise in entitlement processing. His team will also include Mr. Miller as a strategic advisor because of his knowledge of the City of Rialto.

MIG is well prepared to provide not only those services requested in the RFP, but to expand these services into whatever area of planning the City of Rialto may require over the course of the contract.

Project Personnel

We are proud to present an experienced and deeply motivated team for the Rialto Housing Element Update and On-Call Advance Planning Services. Our team members have been selected based on their expertise in their fields of work, their knowledge of Rialto and their passion for providing quality planning services.

As stated in our Project Approach, Jose Rodriguez will serve as the overall Project Manager and City's point of contact for this contract. Under Mr. Rodriguez's overall management, MIG is proposing several expertise-specific teams to be used depending on the specific assignment, each with an MIG Principal or Director heading each team. Our team organization identifying individuals' roles and responsibilities is presented in the chart below.

RESUMES

Detailed resumes for the MIG Team—including titles, education, work experience and relevant projects—are provided on the following pages.

ASSIGNED HOURS OF PERSONNEL

The assigned hours for the MIG Team project personnel proposed to prepare the Housing Element Update are provided in the Cost Proposal located in Section Eight.

EXHIBIT "B"
CITY'S REQUEST FOR PROPOSALS

END OF EXHIBIT "B"

Hourly Rates - On-Call Advance Planning Services

We have provided a schedule of hourly rates for the MIG Team for On-Call Advance Planning Services.

Title	Hourly Rate
MIG, Inc.	
Principal	\$181 - \$238
Director	\$140 - \$197
Project Manager	\$130 - \$170
Project Associate	\$95 - \$120
Environmental Analyst	\$95 - \$120
Urban Designer	\$140 - \$180
Website/Graphic Designer	\$125 - \$170
Administrative	\$80 - \$95
Itens, Inc.	
Vice President	\$180 - \$270
Associate Vice President	\$150 - \$250
Senior Transportation Engineer	\$130 - \$245
Senior Transportation Planner	\$120 - \$225
Transportation Planner	\$105 - \$160



City of Rialto
Purchasing Division

Purchasing Manager: William Jernigan
Phone: (909) 820-2570 Fax: (909) 820-2600
Email: procurement@rialtoca.gov

REQUEST FOR PROPOSAL #16-035
Housing Element Update and
On-call Advance Planning Services

Closing Date: November 12, 2015, 4:00 P.M.

RFP Number:	16-035
Due Date:	Nov. 12, 2015
Time:	4:00 P.M.
Project:	Housing Element Update & On-call Advance Planning Services

The prospective supplier shall submit a fully executed sealed proposal, to be received no later than 4:00 P.M., November 12, 2015. Sealed proposals shall be submitted to:

City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376
Attn: William Jernigan, CMP, CPPO

NOTE: Proposers are required to submit one (1) original RFP signed in ink, three (3) hard copies of the RFP, and one (1) electronic media version (*CD or USB Flash Drive*) copy of the fully executed sealed proposal. Original and copies should be identified as such. Failure to provide copies may result in disqualification.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
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**CITY OF RIALTO
STATE OF CALIFORNIA
NOTICE INVITING SEALED PROPOSALS**

NOTICE IS HEREBY GIVEN by the City of Rialto Purchasing Division will be accepting sealed proposals for the following: **Housing Element Update & On-call Advance Planning Services**

Proposals must be received in the Purchasing Office, 249 S. Willow Ave. (City Yard) Rialto, California 92376, no later than November 12, 2015 at 4:00 P.M.

Each Proposer should attend a mandatory pre-proposal conference to become fully acquainted with the project and conditions relative thereto.

Pre-Proposal Conference/Job Site Visit:
Location:

November 5, 2015 at 10:00 A.M.
City of Rialto
Development Svc. Conference Room
150S. Palm Avenue
Rialto, CA 92376

No proposal shall be considered unless it is made on the proposal form furnished by the City of Rialto and is made in accordance with the provisions of the Request for Proposal. All proposals must be labeled **RFP 16-035 Housing Element Update & On-call Advance Planning Services** and the proposal price must be firm for ninety (90) days from date of the proposal opening in order to permit staff evaluation and City Council award. The City of Rialto reserves the right to reject any or all proposals in whole or in part, and may waive any irregularities or informalities in any proposal to the extent permitted by law, and when the public interest will be served thereby.

No oral interpretations will be made to any bidder as the meaning of the contract documents. All requests for interpretation and/or questions will be addressed during the mandatory pre-proposal conference. Answers and Interpretations will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All addenda shall be included in the contract when submitting the bid proposal.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

Bid packages are available online at www.rialtoca.gov. For additional information please direct questions to procurement@rialtoca.gov.

(s) William Jemigan,
Purchasing Manager
City of Rialto

Publish:
Provide proof of publication

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
OVERVIEW & BACKGROUND**

About the City of Rialto

The City of Rialto, Rialto is located in western San Bernardino Valley. Rialto is sixty miles to the east of Los Angeles and 103 miles north of San Diego. The City shares its boundaries with the cities of Fontana and Colton, and unincorporated Riverside and San Bernardino counties. Rialto's 2015 population is 102, 092. The City is 34 sq. miles (8.5 miles long and 4 miles wide) and 21, 760 acres in size.¹ Rialto's land use pattern is defined by nearly 100 years of historical growth. The City is primarily built-out with a mix of land uses including residential, commercial, light and heavy industrial, public facilities, and open space. Housing types in the City are shown in the chart below:

Type of Housing	Number (2014)
Single family detached	19, 589
Single Family, Attached	730
Multi-Unit Apartments (2-4 units)	1, 660
Multi- family (5 units plus)	3,703
Mobile Home Units	1, 746
Total Housing Units	27, 428

Source: 2015 SCAG City of Rialto Profile

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

Housing Element

All California localities are required by Article 10.6 of the Government Code (Sections 65580-65590) to adopt housing elements as part of their general plans, and submit draft and adopted elements to the Department of Housing and Community Development (HCD) for review with compliance with State law. HCD is required to review housing elements and report its written findings within 60 days for a draft-housing element (Government Code Section 65585(b)) and within 90 days for an adopted element (Government Code Section 65585(h)). In addition, Government Code Section 65585(c) requires HCD to consider written comments from any group, individual or public agency regarding the housing element under review.

Status of Current Housing Element

¹ Sources: CA Dept. of Finance, Institute of Progress, 2010 General Plan, 2015 SCAG City of Rialto

The City of Rialto adopted its current Housing Element in December, 2010. California law

requires a mandatory update to the Housing Element every five years. The current Housing Element was adopted in 2010 and was certified by the state Department of Housing and Community Development (HCD).

Advance Planning

The Planning Division handles all planning permit activities, legally mandated general plan elements, regional planning efforts and provides the staff support for the following: Planning Commission Development Review Committee, and regular technical support to the Economic Development Committee, City Council and Transportation Commission, Special Event Committee.

Advance Planning addresses matters concerning quality of life, growth and the environment for private land development and capital improvement projects. Advance Planning supports ongoing land development activities that affect the City and coordinates with state and regional agencies to further Rialto's vision of a community that:

- 1) Rialto Is a Family First Community.
- 2) Attracts High-Quality New Development and Improve Its Physical Environment
- 3) Has an Economic Environment that Is Healthy and Diverse.
- 4) Is an Active Community.

This is achieved by conducting long-range studies and analyses of planning issues, managing information about the City's population and housing growth, representing the City in regional planning activities, implementing and maintaining the General Plan, drafting new or revised standards to address changes in State planning laws, new types of land uses that are not already addressed by the Municipal Code, or problematic land uses and development conditions in the community.

Planning Division Staffing

The City of Rialto, like most cities in California, suffered financial challenges resulting in reduced full time staffing over the last several years. The Planning Division of the Development Services Department has the following staff: Planning Intern (PT), Assistant Planner (FT), Associate Planner (FT), and Planning Manager (70% Planning/30% Business Licensing). Current planning duties include: staff support to the City Council, Planning Commission, technical support to the Economic Development Committee, Development Review Committee, Transportation Commission, major project review and processing, subdivisions, CEQA document preparation and review, Specific Plan, General Plan and Zoning administration. Major development projects include the following: Lytle Creek Annexation, Mid Valley Landfill Expansion of operating Hours, Pepper Avenue Specific Plan and EIR, Renaissance Specific Plan Revision, EIR and Ad Hoc Committee, affordable housing and economic development special projects.

Supplemental Documents

The City of Rialto website has electronic copies of the General Plan, Zoning Ordinance, and numerous other planning documents which are included by reference as a part of this Request for Proposals. A link to these documents can be accessed with the QR Code below:



Schedule

The anticipated schedule is:

Notice requesting proposals posted and issued	October 22, 2015
Mandatory Pre Proposal Conference.....	10:00 AM on November 5, 2015
Deadline for receipt of Proposals	November 12, 2015
Contract awarded by City Council	November 24, 2015

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
REQUIREMENTS OF PROPOSAL**

The City of Rialto invites your firm to submit a proposal for **Housing Element Update & On-call Advance Planning Services** for the Development Services Department. Consultant firms may provide both services or partner with another firm/individual as a sub-consultant to provide the type of services at the level of expertise needed.

Final proposals must include the following information in the following order to be eligible for consideration:

1. **Company Information & Business Organization (All services)**: An overall introduction to the company and services provided including all information requested on pages 27 through 31 of this RFP.
2. **Project Approach (All services)**: Describe how you will approach this project from beginning to end. Include how and when you will gather input from the general public, City Council, Planning Commission, and Staff.
3. **Scope of Work (All services)**: Provide a detailed description of each task proposed to accomplish the scope of work, including deliverables. Respondents shall indicate their extent of involvement or assistance for each task.
4. **Project Personnel (All services)**: Identify personnel who will be involved in the housing element and on-call advance planning process; including a project manager and point of contact for the City. Describe the responsibilities and assigned hours of personnel.
5. **Writing Samples (On-call Advance Planning services only)**: Writing samples for the staff assigned to provide on-call advance planning services must be included.
6. **Availability (On-call Advance Planning services only)**: Days and hours of availability shall be provided and whether or not services will be provided on-site or off-site.
7. **Schedule (Housing Element Update services only)**: Develop a proposed schedule from the time the consultant is given notice to proceed through completion of the project. Schedules must include:
 - a. All tasks mentioned in the "Project Approach" and "Scope of Work" sections
 - b. An estimate of the number of hours assigned to each task
8. **Cost Proposal (All services)**: Provide an anticipated project cost. Include a breakdown of costs for each task listed in the "Schedule" section and include all information requested in Schedule of Costs on page 36 of this RFP.
9. **Similar Projects (All services)**: Description of no more than (3) completed projects of similar scale and scope. Include contact names(s), phone numbers, and

addresses. Provide proposed and final cost information for each of the projects.

10. **References (*All services*):** Consultant must provide a minimum of two (5) client references, preferably city governments, for work provided within the last three (3) years (See pages 27 and 32 of RFP).

11. Supplemental information required on pages 33-35 of this RFP.

- Proposals must be received prior to 4:00 p.m. on the designated date below in the Selection Schedule.
- One (1) original and three (3) copies of the Proposal must be received by the date and time specified in the cover letter.
- The selection process will be qualification based as described herein.
- Contract will be awarded without discrimination regarding race, religion, color, age, sex, or national origin.

The technical portion of the Proposal will be considered to be public information.

Note: Any proprietary information should be clearly identified and/or segregated from the rest of the Proposal.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
SCOPE OF WORK**

HOUSING ELEMENT

The City is looking for a consultant experienced in preparing state-certified Housing Elements. Based on the current workload of City Staff, it is anticipated that the consultant will manage the process and report directly to the Planning Manager. City Staff will participate in the process by providing input, feedback and direction as needed. Additionally, Staff will actively participate in public meetings and public hearings. The goal of the City is to have a document that meets all requirements of state law and is certified by HCD, as well as reflects situations unique to Rialto incorporating the opportunities and potential concerns of the community. The anticipated work products include but are not limited to:

- Evaluation of the adopted Element
- Public Meetings
- Environmental documentation pursuant to CEQA
- Needs Assessment
- Updated Housing Element

ON-CALL ADVANCE PLANNING

The City of Rialto is soliciting qualification statements from individuals and/or firms interested in providing "on call" contract planning services in the areas of:

- 1) Update the General Plan (text tables and charts and amendments to individual elements);
- 2) Amendments to the Zoning Ordinance;
- 3) Environmental compliance for local referrals and Mitigation Monitoring and Reporting compliance for the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA);
- 4) State Department of Conservation Surface Mining and Reclamation Act (SMARA) compliance;
- 5) Assembly Bill 32 Green House Gas compliance; and
- 6) US Census Bureau, Southern California Association of Governments (SCAG); San Bernardino Associated Governments (SANBAG) and San Bernardino Local Agency Formation Commission (LAFCO) demographic and statistical data preparation; and
- 7) Comprehensive update of the Circulation Element of the General Plan to address active transportation and alternative modes of travel including pedestrian, fixed route, and electric vehicles.

SUPERVISION

All consultant services will be under the direct supervision of the Planning Manager.

EXPERTISE

Services for the Housing Element Update are expected at the Planning Manager or Senior Planner level of expertise. Services for On-call advance planning work are expected at the Senior Planner or Associate Planner level of expertise.

PROVISION OF SERVICES

Services can be provided by a single consultant firm or provided through a partnership with another firm/individual. A single firm that is able to provide all services in house is preferable.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
SAMPLE EVALUATION MATRIX**

CRITERIA	SCORE (0-10)
CONSULTANT (FIRM) QUALIFICATIONS <i>Remarks:</i>	3
QUALIFICATIONS AND EXPERIENCE OF PERSONNEL PROPOSED <i>Remarks:</i>	5
STAFF AVAILABILITY <i>Remarks:</i>	5
TOTAL	13

- Each firm (or team of firms) shall be evaluated on its own merits in accordance with the evaluation guidelines.
- Scoring in each category will be from 0 to 10. The following rating system will be applied:

10	Optimum
8-9	Superior
6-7	Adequate
5	Marginal
3-4	Significantly deficient
0-2	Poor

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
SCHEDULE OF COSTS**

Total Base Proposal (written in figures) \$ _____

Total Base Proposal (written in words) _____

Amount Written in Words

Where there is a discrepancy between words and figures WORDS WILL GOVERN. Where there is a discrepancy between unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your proposal; the City will not be responsible for Proposer's miscalculations.

Maximum completion or Delivery Time _____ Days from receipt of purchase order or notice to proceed.

Subconsultant Information

Does this proposal include the use of subconsultants? ☐ Yes ☐ No Initials _____

Exceptions or Clarifications: _____

Proposer: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
DISCLOSURE OF PROPOSAL CONTENTS**

The proposals may be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret. The cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
DIVERSITY BUSINESS STATEMENT**

The City of Rialto encourages the maximum participation by small business, Veteran-Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.

Small Business Concerns Information

The bidder 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) Contractors License: State: License No. : _____ Classification(s) _____
- (9) Names and Titles of all members of the firm:

- (10) Number of years as a contractor in construction work of the type: _____
- (11) 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: _____
- (12) Person who inspected the site of the proposed work for your firm:
Name: _____ Date of Inspection: _____

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
GENERAL INFORMATION**

The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Proposers acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Proposer shall identify those services that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFP does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Proposer submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

Mail: City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376

Delivery: City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376

FAX: (909) 820-2600
(909) 421-4965
EMAIL: procurement@rialtoca.gov

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City's website.

Proposers, 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 any other agency employee or associate for any propose related to this entire RFP process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
GENERAL TERMS AND CONDITIONS**

Definition of Terms

The following terms used in the RFP documents shall be construed as follows:

1. "City" shall mean the City of Rialto.
2. "Consultant/Proposer/Contractor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.
3. "Supplier/Proposer/Consultant" shall be considered synonymous with term "proposer".
4. "Contract/agreement" shall be considered synonymous with term "contract".
5. "Evaluation Committee" is an independent committee established by the City to review, evaluate, and score the proposals, and to recommend award to the proposer that submitted the proposal determined by the committee to be in the best interest of the City.
6. "May" indicates something that is not mandatory, but permissible.
7. "Must/Shall" indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
8. "Proposer" shall mean the person or firm making the offer.
9. "Proposal" shall be the offer presented by the proposer.
10. "RFP" shall be the acronym for Request for Proposals.
11. "Should" indicates something that is recommended, but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
12. "Submittal Deadline" shall be the date and time on or before all proposals must be submitted.
13. "Successful Proposer" shall be the person, consultant, or firm to whom the award is made.

City Business License

Proposer shall secure, at the proposer's own cost, the appropriate business license from the City prior to beginning any work or delivering any equipment or material to be furnished under this specification and proposal. This must be initiated within six City working days after notification of award.

Consultant's Address and Legal Services

The address given in the proposal shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

Cost of Preparing Proposals

Any and all costs incurred responding to this RFP, conducting demonstrations or any other related activities, shall be borne by the proposer and the City shall not be liable for any of these costs.

Informed Proposer

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and they cannot secure relief on the plea of error.

Proposal Errors

Proposer is liable for all errors or omissions incurred by proposer in proposal. Proposer will not be allowed to alter proposal documents after the due date for proposal submission.

The City reserves the right to make corrections due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposal. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager.

Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

Rejection of Proposal

The City reserves the right, as the interest of the City, to reject any or all proposals, to waive any minor informality in proposals received, to reject any unapproved alternate proposal(s), and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City.

The rejection of any or all proposals shall not render the City liable for costs or damages.

Proposal Format and Submittal

All proposals must be submitted in writing on the enclosed Request for Proposal documents. Proposals accepted by the City in writing constitute a legally binding contract offer. All materials submitted shall become a part of the proposal. Proposers are required to submit one (1) original RFP signed in ink, three (3) hard copies of the RFP, and one (1) electronic media version copy of the RFP. Original and copies should be identified as such. Written proposal must be presented in a sealed package. Proposer must enter the proposal number, title, and proposer's name on the outside of the package. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal opening date and time.

Proposers shall complete and return all applicable documents including forms, specifications, drawings, schematic diagrams, and any technical and/or illustrative literature. The Purchasing Manager may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies. Proposals must be signed by a duly authorized officer eligible to sign contract documents for the proposer. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the responsible entity.

Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda and other material published by the City relating to the RFP. The proposer shall disregard any previous draft material and oral representations which may have been obtained from the proposer.

Proposals that are unnecessarily elaborate beyond what is sufficient to present a complete and effective proposal are not desired.

The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information requested is not furnished or where direct or complete answers are not provided.

The proposer shall not change any wording in the RFP or associated documents. Any explanation or alternative offer shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions or limitations may be rejected as non-responsive.

Submitting Proposals

- a) **Submittal Deadline:** Proposals must arrive in the Purchasing Office by the submittal deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b) **Responsibility:** Proposers are solely responsible for ensuring that their proposals are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals. Deliveries made before the submittal deadline, but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline.
- c) **Extension of Submittal Deadline:** The City reserves the right to extend the submittal deadline when it is in the best interest of the City.
- d) **Addendums:** All addendums will be posted in The City of Rialto website at www.rialtoca.gov under Featured Resources Bid/Proposals. Suppliers are encouraged to check the website periodically for updates.
- e) **Email/Facsimile Transmissions:** Proposals may NOT be submitted by email or facsimile, unless otherwise specified herein.
- f) **Forms:** To be considered for award, each proposal shall be made on forms furnished by the City.
- g) **Late Proposals:** The submittal deadline IS FIRM. Proposals will NOT be accepted after the submittal deadline and will be returned to the Proposer unopened.
- h) **Signature:** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- i) **Sealed Proposals:** Proposals MUST BE sealed upon submittal (e.g., envelope, package, box, etc.)

Proposals Property of City/Proprietary Proposal Material

All proposals submitted in response to this RFP shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposer claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq). Sections claimed to be exempt for public disclosure should be clearly identified as such.

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

Failure to identify sections exempt from disclosure and to include such a statement shall constitute a waiver of a proposer's right to exemption from this disclosure.

Proposal Acceptance Period

Unless otherwise stated, proposals shall be irrevocable for a period of 90 days following the proposal opening date.

Multiple Proposals

Proposers interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions, and specifications of the RFP.

California State Board of Equalization Permit

Proposer shall enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the proposer shall sign the proposal form declaring that the company has no California sales tax permit.

Applicable Laws

Selected Proposer is required to comply with all existing State, Federal, and Local laws. If Proposer outsources any work or job to a sub-proposer, it will be the prime Proposer's responsibility to ensure that all sub-proposers meet the requirements as stated in this RFP.

Withdrawal of Proposal

Proposer may withdraw proposal in writing at any time prior to the specified proposal due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the proposer must be submitted to the Purchasing Manager or appropriate email sent to procurement@rialto.ca.gov. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal closing date and time.

Proposer agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proposer acknowledges that the original proposal and costs provided stand. However, Proposer has the option of withdrawing a proposal at any time until closing date and time of RFP.

Lowest Ultimate Cost and Best Overall Value to the City of Rialto

A final contract will be awarded to the highest ranked competitively priced and qualified proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/Scope of Work; terms of payment; compatibility, as required; number of sub-proposers the main Proposer may need to employ for outsourced work; other costs; and other objective and accountable factors which are reasonable. The City reserves the right to select a Proposer to perform all of the work identified in the RFP, or only selected portions based on price and/or other factors.

Pre-Award Negotiations

Prior to award of contract the successful Proposer may be required to attend negotiation meetings which will be scheduled at a later date. The intent of these meetings will be to discuss and negotiate contract requirements, prices, service level agreements, specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

Award Selection Process

Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews may be held with the most qualified respondent. The recommended proposals will be submitted to the awarding authority for contract approval. The Proposer selected will be offered a contract with the City.

Bid Protests

All protests concerning the award, evaluation, recommendation or other aspect of the selection/bidding process must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for the protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim.

All protests must be mailed to:

City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376
Attn: Purchasing Manager

All protests must be received by the Purchasing Manager as soon as possible and will be addressed in writing within 5 City business days.

Execution of Notice of Award

A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreements, and specifications contained in the RFP.

A contract will be formed when the Purchasing Manager awards the contract to the selected proposer(s).

Any contract made pursuant to this RFP, and any negotiated amendments to it must be accepted in writing by the proposer. If, for any reason proposer should fail to accept in writing, any conduct by proposer which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by proposer of the contract and all of its terms and conditions. Any terms offered in proposer's acceptance of City's contract which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written change order executed by the authorized representatives of both parties.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the contract negotiation period exceeds thirty (30) days or if the selected proposer fails to execute contract within five (5) business days of delivery of it, the City may elect to cancel the award and award the contract to the next highest ranked proposer.

Modifications/Change Orders/Amendments

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by the Purchasing Manager, and the Contractor.

The City shall neither pay for nor be obligated to accept any modifications performed by consultant without a written change order.

Contract Administrator and Duties

The Contract Administrator, or designee, will audit the billings, approve changes to the agreement and generally be responsible for overseeing the execution and ongoing administration of the agreement. In lieu of a Contract Administrator, the Purchasing Manager will act as the Contract Administrator.

Prime Consultant

The proposer who becomes the Consultant upon award of the contract by the Purchasing Manager must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subconsultants. Acceptance or rejection of a proposer's request to use subconsultants is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime consultant on the awarded contract. When approved, the subconsultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by the subconsultant.

Subconsultant

With prior approval of the City, the consultant may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The consultant shall at all times be responsible for the acts and errors or omissions of its subconsultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of any sums to the subconsultants.

The provisions of resultant agreement shall apply to all subconsultants in the same manner as to the consultant. In particular, the City will not pay, even indirectly, the fees and expenses of a subconsultant which do not conform to the limitations and documentation requirements of resultant agreement.

Copies of Subconsultant Agreements

Upon written request from the City, the Consultant shall supply the City with subconsultant agreements.

Record and Audit Rights

The consultant shall maintain records and books of account showing all costs and expenses incurred by the consultant for the contract. The City shall have the right, upon reasonable notice, to audit the books, records, documents, and other evidence and the accounting procedures and practices, where needed, to verify the costs and expenses claimed. The City retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the consultant's office or facilities which are engaged in the performance of the contract. In addition, the consultant shall, at no cost or expense to the City, furnish reasonable facilities and assistance for such an audit.

Upon request, consultant shall also provide copies of documents applicable to this contract.

The audit findings shall, to the extent allowed by law, be treated by the City as confidential.

Permits/License

It is the responsibility of the Proposer to provide any permits/licenses which may be required of Local, State, or Federal regulations at no cost to the City.

Most Favored Public Entity Pricing

The prices charged against resultant contract shall not exceed those charged any other government agency. A current price list must be available in the Proposer's local office at all times for audit by the City.

Price Changes

Prices quoted shall remain unchanged for the duration of the resultant agreement, unless agreed upon by both parties.

Cooperative Purchasing

The City desires that the prices, terms, and conditions contained in any agreement resulting from this RFP shall be offered to any other government agency. The proposer shall state in the proposal if willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the consultant and governmental agency desiring such cooperative purchasing, as long as specifications are similar and the agreements are reached within a year of original proposal.

Hold Harmless Clause

The Proposer shall, during the terms of the contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulations or decrees. The Proposer agrees that this clause shall include claims involving infringement of patent or copyright.

Safety

All Consultant and subconsultants performing services for the City are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Non-Collusion Affidavit

Proposer shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City of Rialto is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

Workman's Compensation Certificate

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City of Rialto along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

Insurance

Prior to the commencement of any services hereunder, Proposer shall provide to the City certificates of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty days notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered a default of the contract.

- (1) Workers' compensation insurance covering all employees of the Consultant, in a minimum amount of \$1 million per accident, effective per the laws of the State of California;
- (2) Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
- (3) Commercial auto liability and property insurance covering any owned and rented vehicles of Consultant in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage;
- (4) Professional Liability in a minimum amount of \$1 million per incident.

Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service thereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or cancelled upon request, and for the convenience of the City, without the required thirty (30) days advanced written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

Contractual Disputes

The Consultant shall give written notice to the Purchasing Manager of his intent to file a claim for money, or other relief at the time of the occurrence, or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Manager no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Manager's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PROPOSERS BACKGROUND INFORMATION**

Proposers Information

Proposer's Contact Name:

Contact Title:

Mailing Address:

**Location of Business
(if different from mailing address):**

Telephone Number:

Pager Number:

24 Hour Tel. Number:

Fax Number:

E-Mail Address:

**Remittance Address:
(if different from mailing address):**

Number of Years in Business:

Applicable State of California License #(s):

Expiration Date(s):

**Proposer's Dunn and Bradstreet
'DUNNS' NUMBER:**

Customer References

The proposer must submit a minimum of four (4) non-proposer owned customer references whose services have been provided for or used by the proposer within the last twenty-four (24) months. Services provided to these customers must be of comparable **size** and similar in scope to the City's requirements within this proposal.

Include the following for each reference:

Company Name:
Name of Contact:
Title of Contact:
Address:
Telephone number of Contact:
Dates and types of service(s) provided

The City may, at its option, contact other known proposer's customers for references.

Business Organization

Proposer shall provide an overview of the entity submitting this RFP including the following information:

Brief history and description of entity;
Date entity was established and location of entity when established;
Location of headquarters;
Total number of employees;
Organization chart indicating the positions and names of the core management team which will undertake this project;
Resumes for all core team members.

Proposed Subconsultant Information

If applicable to the proposal, the following information must be provided for each proposed subconsultant. Attach and submit this information with this proposal. If subconsultants will not be utilized, so indicate.

Subconsultant's name, mailing address, phone number
Subconsultant's contact name, title, phone number
Subconsultant's status as a minority/woman owned business enterprise, if applicable
Subconsultant's City of Rialto business License
Description of work to be subcontracted
Reason(s) for subcontracting
Percentage of total contract to be subcontracted

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PROPOSER'S DECLARATION**

Proposal Date: _____, 2015

To the Honorable Mayor and City Council From:

Contractor

The undersigned, as Proposer, declares that he has carefully examined the locations of the proposed work described, examined the Agreement and read the Instructions to Proposers and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said maintenance in accordance with the Agreement Documents, as defined in the General Provisions, in the time stated herein, for the prices set forth in the following schedule:

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite and the providing of all necessary machinery, tools, apparatus and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or on the drawings for the work.

The Proposer to whom the contract (s) is awarded agrees to enter into an agreement with the City, and to commence work within fifteen (15) working days from the date of execution thereof, and to diligently prosecute the work to completion as set forth in the agreement after the execution of the agreement and the date of issuance of a Notice to Proceed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

All proposals are to be computed on the basis of the given Estimated Type of Work, as indicated in this proposal. In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and the extension thereof, the unit price shall prevail and proposals will be computed as indicated above and compared on the basis of correct totals.

The estimated quantities of work indicated in this proposal are approximate only, being given solely as a basis for comparison of proposals. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portions of the works as may be deemed expedient by the Contract Administrator.

It is understood by the Proposer that the City of Rialto has the right to reject this proposal or to award an agreement to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or proposal bond shall be returned to the undersigned within thirty-days (30) days from the date thereof. If the proposal is accepted and the work is awarded and the terms supplied by the Purchasing Manager within fifteen (15) days such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest Proposer who will execute an agreement shall be paid into the treasury of the City of Rialto as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Licensed in accordance with an act providing for the registration of Contractor's License No. _____, classification, XXXX. In executing this proposal the Proposer certified being properly licensed to do the work.

Signature of Proposer

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm, i.e., president, secretary, treasurer and manager, thereof.

Dated: _____, 2015

_____ Business Address

_____ Telephone Number

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PROPOSER'S SIGNATURE DECLARATION**

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This Proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

<u>Company Name</u>	<u>Signature of Authorized Person</u>
<u>Address</u>	<u>Printed Name</u>
<u>City, State, Zip Code</u>	<u>Title</u>
<u>City of Rialto</u> <u>License Number</u>	<u>Date</u>

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposer being rejected as non-responsive.

ADDENDUM # _____ DATED _____	ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____	ADDENDUM # _____ DATED _____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

No Proposal

In order to help us improve our internal processes and become a better customer, if you are not submitting a Proposal, please state the reason(s) why and return this page to the Purchasing Manager.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
STATEMENT OF PROPOSER'S QUALIFICATIONS**

STATE OF CALIFORNIA, COUNTY OF _____

I am the of _____
the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on _____ at _____, California
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Proposer

Title

Signature of Proposer

Title

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PERFORMANCE BOND CERTIFICATION**

Offeror must provide written evidence from an authorized bonding company of their ability to provide an acceptable performance (surety) bond.

NOW, THEREFORE, if the aforesaid principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the proposal, and files the bonds with the City of Rialto, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2015.

(SEAL)

(SEAL)

(SEAL)

PRINCIPAL

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SURETY

(SEAL)

ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged. Attach Power of Attorney.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
STATEMENT OF REFERENCES**

List and fully describe contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 4

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Please list all City of Rialto projects completed with in the last five (5) years.

Project Name: _____
Contact Individual: _____ Phone No: _____
Project Location: _____
Contract Amount: _____ Year: _____
Description of work done: _____

CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the Proposer shall state whether such Proposer, any officer or employee of such Proposer who has a proprietary interest in such Proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State or Local Government Project because of a violation of law or a safety regulation; and if so, explain the circumstances.

If the Proposer has had a contract terminated for default, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either not litigated; or litigated and such litigation determined the Proposer to be in default. Submit full details of all termination(s) for default experienced by the Proposer including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the fact discovered indicates the completion of a contract resulting from the RFP may be jeopardized by selection of the Proposer.

If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?
Yes ☐ No ☐
2. If yes, explain the circumstances. Attach additional pages if necessary.

Executed on _____ at _____, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Authorized Representative

Printed Name

Title

Company Name

Date Signed

CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City of Rialto, the firm listed certified that it does not discriminate in its employment with regard age, handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment. Every bidder in violation of this section is subject to all penalties imposed for violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.

We agree specifically:

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

Signature of Authorized Representative

Printed Name

Title

Company Name

Address

City, State, Zip Code

Date Signed

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
NON-COLLUSION AFFIDAVIT**

State of California)
County of _____) SS.

_____ being first duly sworn, deposes and says that he or she
_____ is of _____ the party making the foregoing proposal
that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership,
company, association, organization or corporation; that the proposer has not directly or indirectly
induced or solicited any other proposer to put in a false or sham proposal, and has not directly or
indirectly colluded, conspired, connived, or agreed with any proposer or any one else to put in sham
proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly
or indirectly, sought by agreement, commination or conference with anyone to fix the proposal price of
said proposer or of any other proposer, or to fix any overhead, profit, or cost element of the proposal
price, or of that of any other proposer, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in the proposal are
true; and, further, that said proposer has not directly or indirectly, submitted his or her proposal price or
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid
and will not pay any fee to any corporation, partnership, company association, organization, proposal
depository or to any member or agent thereof, to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place)

Proposer Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip Code

Representatives' Title

EXHIBIT "C"
CONSULTANT'S PROPOSAL

END OF EXHIBIT "C"

CITY OF

IRIALTO

housing element update and on-call advance planning services

RFP #16-035



537 SOUTH RAYMOND AVENUE, PASADENA, CA 91105
626 744 9872 | WWW.MIGCOMMUNITY.COM

In association with
ITERIS INC



537 South Raymond Avenue
Pasadena, California 91105
P (626) 744-9872
F (626) 744-9873
www.migcom.com

CALIFORNIA

BERKELEY, FULLERTON,
KENWOOD, PASADENA,
RIVERSIDE, SACRAMENTO,
SAN DIEGO AND SAN JOSE

COLORADO

DENVER

NEW YORK
PLEASANTVILLE

NORTH CAROLINA

RALEIGH

OREGON

EUGENE AND PORTLAND

TEXAS

SAN ANTONIO

WASHINGTON

SEATTLE

November 12, 2015

Mr. William Jernigan, CMP, CPPO
Purchasing Division
City of Rialto
249 S. Willow Avenue
Rialto, California 92376

Re: Request for Proposal #16-035, City of Rialto Housing Element Update and On-Call Advance Planning Services

Dear Mr. Jernigan and Selection Committee Members:

MIG, Inc. appreciates the opportunity to provide this proposal to the City of Rialto to update the General Plan Housing Element and provide on-call advance planning services to the Planning Division. Based on the information contained in the Request for Proposals and information shared at the November 5, 2015 pre-bid meeting, we understand that the on-call planning services may include:

- Focused General Plan Amendments, and specifically, an update of the Circulation Element
- Focused amendments to the Zoning Ordinance
- Compliance documents to satisfy the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)
- Project compliance with the Surface Mining and Reclamation Act (SMARA)
- Ensuring compliance with Assembly Bill 32 and any associated legislation
- Assistance with demographic projections for reporting to the Southern California Association of Governments, San Bernardino County Associated Governments and San Bernardino Local Agency Formation Commission
- Current planning support

We understand that the City wishes to establish an on-call professional planning services contract to provide flexibility in responding to needs for services as they arise. Based on our extensive experience serving cities and counties through on-call services contracts—combined with the depth and expertise of our staff based on our current and prior work in Rialto—MIG is well suited to meet your needs. To address the specific needs of the Circulation Element, we have called upon our frequent teaming partner, Iteris, who was part of the General Plan update team and is currently working on Rialto's travel demand model.

With regard to the Housing Element update, MIG staff has completed more than 20 Housing Elements for jurisdictions throughout California. In all cases, we have helped our client cities achieve certification from the State Department of Housing and Community Development. MIG Project Manager Jose Rodriguez, who will manage this contract, led the prior effort for the 2008-2014 Rialto Housing Element as part of the comprehensive General Plan program.

The City of Rialto aims to provide high-quality services and facilities. During our prior and current work in the City, we have observed this commitment to customer service. This commitment mirrors MIG's approach to our work. Since 1982, MIG has focused on **planning, designing and sustaining environments** that support human development. Our multidisciplinary staff thrives on the practical implementation of the firm's core values and ideals, applying **creative and innovative problem-solving** approaches to achieve desired enhancement and change.

One of MIG's core practices is providing on-call services to planning and other city and county departments, with our services spanning many disciplines, including those requested by Rialto. Current and prior clients include the counties of Orange and Riverside, and the cities of Burbank, Los Angeles, Pasadena, San Jose, Hawaiian Gardens, Montebello, Murrieta, Newport Beach, American Canyon, Long Beach and Aliso Viejo, among many others.

The strength we offer to our clients is the expertise and quality of our staff. All MIG professionals available for on-call services contracts are full-time or part-time MIG employees; we do not hire independent contract staff to fulfill a request for services. Our business model demonstrates our commitment to ensuring that MIG staff are well trained and properly licensed, as may be required. Equally important, this model provides for our staff to practice MIG's quality assurance/control standards. Also, they know that they can call upon other expert MIG staff to address complex projects.

Thank you for considering the MIG Team. We look forward to meeting with you and the selection committee to discuss our qualifications and ideas in detail. Please contact our Managing Principal Laura Stetson or our Project Manager Jose Rodriguez if you have questions. They can be reached by phone in Pasadena at (626) 744-9872 or by email at lstetson@migcom.com and joser@migcom.com

This proposal is firm for 90 days from the date of the proposal opening.

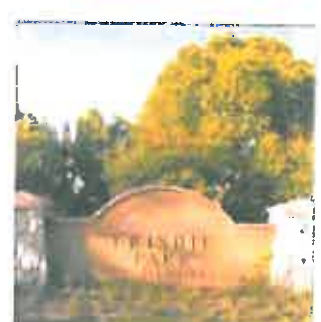
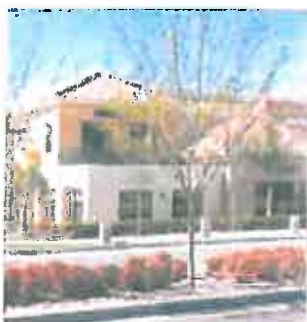
Sincerely,



Laura R. Stetson, AICP
Principal

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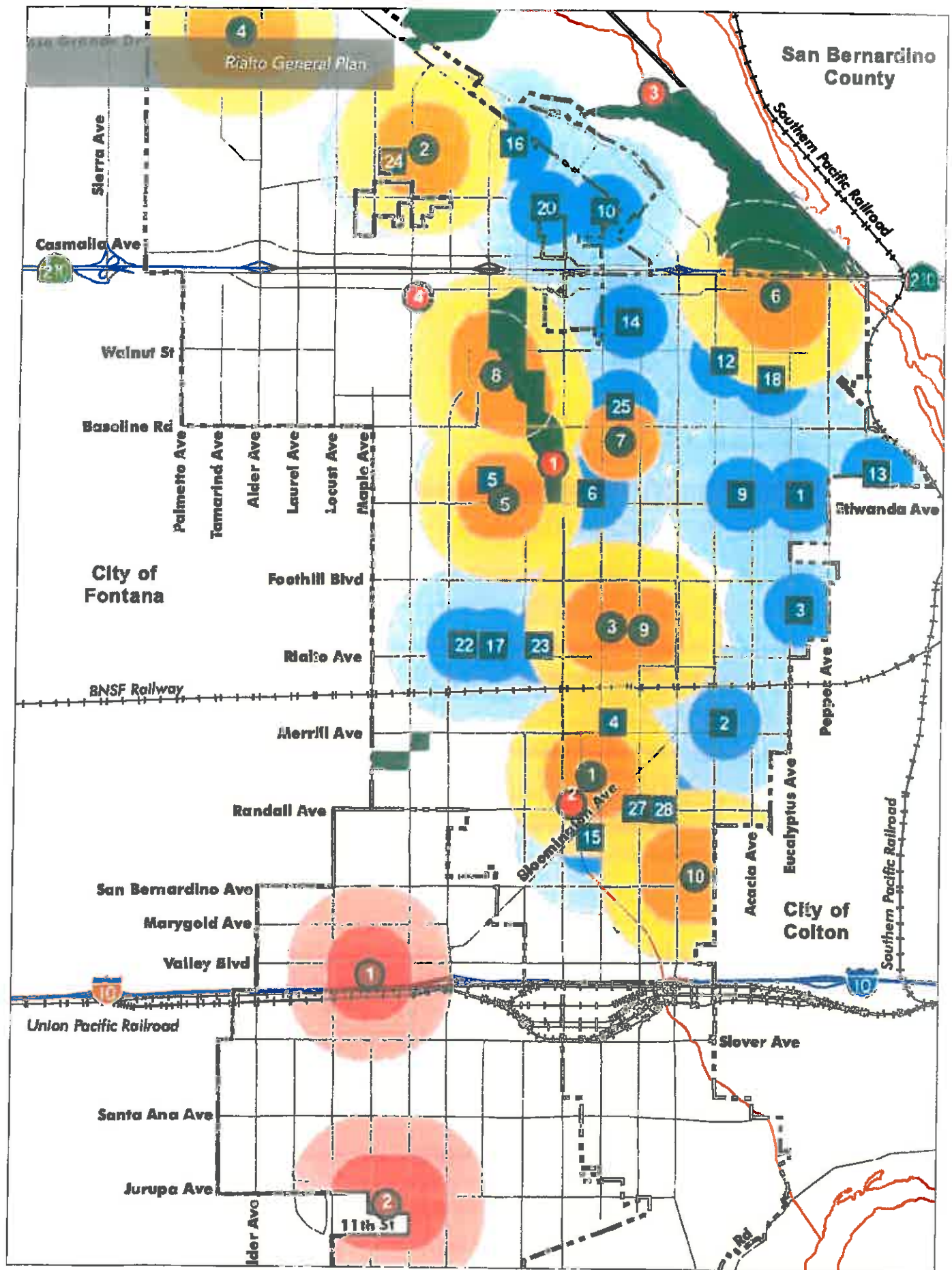
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SECTION ONE

Company Information and Business Organization







CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PROPOSERS BACKGROUND INFORMATION

Proposers Information

Proposer's Contact Name:	<u>Laura R. Stetson, AICP</u>
	<u>Moore Iacofano Goltsman, Inc. (MIG)</u>
Contact Title:	<u>Principal</u>
	<u></u>
Mailing Address:	<u>537 South Raymond Avenue</u>
	<u>Pasadena, California 91105</u>
Location of Business (if different from mailing address):	<u>same as mailing address</u>
	<u></u>
	<u></u>
Telephone Number:	<u>(626) 744-9872</u>
Pager Number:	<u>Cell Phone (818) 388-4286</u>
24 Hour Tel. Number:	<u>(626) 744-9872</u>
Fax Number:	<u>(626) 744-9873</u>
E-Mail Address:	<u>lstetson@migcom.com</u>
Remittance Address: (if different from mailing address):	<u>same as mailing address</u>
	<u></u>
Number of Years in Business:	<u>33 years</u>
Applicable State of California License #(s):	<u>N/A</u>
	<u></u>
Expiration Date(s):	<u></u>
Proposer's Dunn and Bradstreet 'DUNNS' NUMBER:	<u>154641435</u>



Customer References

CITY OF BALDWIN PARK

Amy Harbin, AICP

City Planner

14403 E. Pacific Avenue

Baldwin Park, CA 91706

Phone number: (626) 960-4011, ext. 475

Date: 2013

Baldwin Park Health and Sustainability Element

CITY OF REDWOOD CITY

Jill Ekas

Former City of Redwood City Planning Manager

1017 Middlefield Road

Redwood City, CA 94063

(650) 207-2825

Date: 2012 - Ongoing

Redwood City General Plan, Housing Element and Inner Harbor Specific Plan and EIR

CITY OF AZUSA

Kurt Christiansen

Community Development Director

213 East Foothill Boulevard

Azusa, CA 91702

(626) 812-5236

Date: 2008-2015

Azusa Housing Element and On-Call Planning Services

CITY OF EL MONTE

Jason Mikaelian

Planning Services Manager

11333 Valley Boulevard

El Monte, CA 91731

(626) 258-8626

Date: 2015

Flair Spectrum Specific Plan, General Plan Amendment and CEQA Documentation

Business Organization Information

MIG, Inc.

Number of Total Employees 230

Headquarters Berkeley, California

Location of Branch Offices Pasadena, Riverside, Fullerton, San Diego, Sacramento, San Jose, Kenwood, California, Denver, Colorado, Portland and Eugene, Oregon, San Antonio, Texas, Raleigh, North Carolina, Pleasantville, New York, Seattle, Washington

Number of Years in Operation 33 years

Organizational Structure California Corporation

Disciplines and Staffing MIG staff is organized under discipline/practice groups. MIG employs urban and regional planners, urban designers, landscape architects, public participation and outreach specialists, communication and media specialists, web and technology specialist, environmental planners, archaeologists, natural resources and restoration ecologists, strategic planning and organizational development specialists, graphic designers and administrative support staff.

Branch Office Servicing Proposal - Pasadena

Number of Employees 11

Location 537 South Raymond Avenue, Pasadena, CA 91105

Organization, Disciplines and Staffing Staff from our Pasadena office will lead the project with additional support from technical specialists in our Riverside office. Our Pasadena office employs urban and regional planners, public participation and outreach specialists, environmental planners, strategic planning and organizational development specialists and administrative support staff. Our Riverside office will provide support for CEQA documentation and associated technical studies. Our Fullerton office will provide support for current planning services, if requested.

Staff Certifications Certified Planners, Registered Archaeologist, Certified Air Quality, Noise and Hazards Monitoring/Assessment. Please see individual certifications for key proposed staff on the resumes provided in Section 4, Project Personnel.

MIG Financial Stability

MIG is currently maintaining an over 3 to 1 ratio of current assets to current liabilities. MIG has a line of credit with Wells Fargo Bank in the amount of \$3,000,000, of which none is used, currently. Please direct any questions you may have in regards to the financial health of MIG to

Adele Torreano

Director of Business Services

atorreano@mig.com

p 510-845-7549 | f 510-845-8750

Firm Profile

MIG, INC.

Critical thinking. Strategic focus. Innovative solutions.

For 33 years, MIG has engaged top professionals in planning, design, communications, management and technology who work together to ensure our clients achieve the results they seek. We look beyond convention to produce meaningful plans and durable solutions that meet our world's increasing social, economic and environmental challenges. A woman-owned business, MIG is a firm of over 190 professionals who provide a sophisticated, integrated and interactive approach to create nuanced, layered, dynamic and implementable plans.

In January 2013, MIG and Hogle-Ireland joined forces bringing a combined 50 years of successfully working with private and public sector clients to meet their current and advanced planning needs. Our focus and reputation are based on providing our clients and communities the highest level of professional planning services with vision, integrity and creative problem-solving.

We are a multidisciplinary firm that offers a full range of services, including **General Plan and Housing Element preparation, Specific Plans, policy planning and development, zoning, CEQA/NEPA documentation**, site planning and urban design, downtowns and TOD. Our work is characterized by a **dedication to quality, a flexible approach, creativity in planning and design and a commitment to completing projects on time and within budget**. We have worked extensively with public agencies and municipalities locally and nationally on design and planning for future change.

The diversity of our staff provides a base of knowledge that bridges technical expertise and values, and facilitates the exchange of information among all parties engaged in the planning and design process. Staff backgrounds encompass urban and regional planning, urban design, strategic planning, public participation, environmental science, design and research, landscape architecture, communications, graphic design and public policy.

MIG's unique combination of planning and design expertise allows us to conduct planning in a **highly interactive process** involving key constituent groups. This process generates a **clear and collective vision of development and growth in a dynamic, yet stable environment**. Through MIG's participatory planning process, client goals and stakeholder interests work together to frame key issues. **Plans created through this approach enjoy broad-based support and are readily implemented.**

From our experience on over 100 general plans, housing elements and specific plans, we have found that each community's character, diversity, and unique needs guide the development of their own plan. We are accustomed to working in close coordination with developers and businesses through the land use processes.

Areas of Expertise

- General Plans and Housing Elements
- Zoning and Development Codes, Specific Plans and Design Guidelines
- Sustainability and Healthy Community Planning
- Visioning and Community-based Planning
- Community Outreach and Involvement
- Facilitation and Consensus Building
- Urban Design and Streetscapes
- Mapping and GIS Analysis
- Stakeholder and Issues Identification
- Strategic Planning
- Environmental Planning and Analysis
- Strategic Communications and Graphic Design
- Landscape Architecture, Natural Areas and Greenways
- Development Entitlement Services
- Contract Staffing Services



Community-Based Planning: General Plans, Housing Elements, Specific Plans and Zoning

At MIG, every project is viewed as a new opportunity to apply our expertise and to collaborate on new approaches and techniques that advance the sustainability, livability and economic vibrancy of a community. **MIG's experience in creating integrated, forward-thinking and implementable plans and codes has resulted in noticeable, positive change for our client communities.** We utilize the latest and most effective public outreach and engagement tools to build community support for the process and develop meaningful input and analysis, including informational graphics, web-based documentation and social media. We also have extensive experience developing effective implementation strategies, including benchmark metrics and form-based codes.

Community Character: Urban Design, Placemaking, Downtowns, Streetscapes and Corridors

MIG's urban design approach evolves out of an interaction with the place. **Our designs tell a story that is unique and specific to the site's context.** MIG utilizes the idea of placemaking, which is more than an assemblage of buildings, plantings and public spaces. Placemaking is intentional and encourages both social interaction and community identity to create meaningful spaces. It develops places where individuals feel like an integral participant in their surroundings.

We are nationally renowned experts in downtown and corridor planning, design and implementation, having worked on dozens of projects across the country over the last several years. We assist private clients and public agencies in developing projects that **enhance community livability, support revitalization and connect people with places.** Our approach is grounded in a thorough understanding of local issues regarding planning and design—as well as the social, economic and cultural context of the project area—to create successful plans for re-energizing city centers of all sizes.

Streets and corridors should be dynamic temporal urban spaces, designed and managed to respond to the changing needs of the community. We design and program streetscapes to address different times of the day and year, including weekdays, weeknights and weekends; to support existing business, attract new investment and increase city revenues; be practical and maintainable, be it structures, hardscape or plant materials; and allow for small and large events that build on the neighborhood's history and culture.

Community Outreach and Public Engagement

MIG designs and implements multileveled, well-documented community engagement programs aimed at increasing public confidence in decision-making. MIG uses proven facilitation techniques and succinct, easily understood information to **ensure that the community and stakeholders understand pertinent issues and that agencies receive meaningful community input.** Our public engagement approach enables the community to contribute ideas, solutions and strategies for addressing issues, which results in supported and successful projects.

MIG utilizes a wide variety of well proven public engagement techniques including individual stakeholder/ focus group check-ins, user surveys and community workshops to ensure that the plan builds on the people's needs. Our interactive community workshops use illustrative graphic recording, interactive break out group exercises, comment cards and notation to meaningfully engage the community. As with other projects, MIG documents input and methodically analyzes results to ensure a responsive and complete process.

We provide high-quality written and graphic materials to document planning and design processes, create multimedia outreach and informational materials and develop training and implementation tools. We produce attractive, easy-to-understand and use materials to help communicate complex concepts and issues to a wide range of audiences. Our media and communications work crosses all media: print, internet, video and multimedia and includes brochures, news releases, display boards, PowerPoint presentations, streaming video and audio, interactive CDs, clickable PDF files, HTML newsletters and sophisticated flash products.

We work interactively with clients to create web environments that engage, inform and stimulate the visitor as well as reflect our client's goals in a creative way. We have extensive experience in all aspects of web design including: site architecture; navigation design; user profiling; low-income, low-education and disabled accessibility; and interactive design and web animation.



Language Capabilities

MIG has **in-house verbal and written capability** in Spanish, Mandarin, Hindi, Arabic and Bengali. We also have verbal capability in French, German, Japanese, Korean, Punjabi and Russian. In addition, we have **access** to translation services for numerous other languages including Tagalog, Armenian, Cantonese and Vietnamese.

Graphic/Visual Simulation

Our mission is to empower people to make informed decisions about their communities by providing accurate and easy to comprehend graphics. We use 3D simulations, models and renderings to tell a story, knitting together pixels and polygons built from real world data. These graphics **assist the planning and design process, allowing us to explore, design and envision a community along side its stakeholders and decision makers.** Our approach to visualization uses a combination of commercial software (ArcGIS, 3D Studio Max, AutoCAD, SketchUp) along with **our own proprietary Real-Time 3D software Vizhen** to achieve real-time visualization. We have created our own software because there simply is nothing available that is as powerful, cost-effective and flexible enough to meet the need of the wide array of projects that we work on. We have unlimited creative power to customize tools that analyze a wide range of design and planning variables ranging from maximum build-out potential to emergency service access. As we do the programming, **changes are immediate, creative and customizable.**

Environmental Documentation

MIG's environmental team is comprised of highly experienced planners with expertise in the preparation and management of environmental impact assessments pursuant to CEQA and NEPA. We have a proven record of quickly becoming familiar with, and adhering to, local jurisdictional requirements. We ensure that **all environmental documents are prepared to meet legal requirements and withstand public scrutiny.** MIG staff have managed and prepared all types of CEQA environmental documents, from simple Initial Studies and Addendums to complex, multiphase Environmental Impact Reports. From initial work scoping through final approvals, we develop defensible and cost effective solutions to guide projects more quickly through the increasingly complex environmental planning process. Our staff has experience in environmental analysis of many forms of development and infrastructure plans and projects in urban, suburban, rural, greenfield, brownfield and infill settings.



Proposed Subconsultant Information

Iteris, Inc. - Mobility Planning and Traffic impacts Assessment

Contact: Vigen Davidian, P.E., Vice President
801 Grand Avenue, Suite 530
Los Angeles, CA 90017-4633
Phone: (213) 802-1707 | Email: vjd@iteris.com
Fax: (213) 488-9440

Iteris, Inc. will provide transportation planning, traffic engineering and traffic impacts assessment for the MIG Team under this contract. The firm's decades of expertise in traffic management, along with superior services and patented products help: detect, measure, manage and predict traffic and vehicular performance; minimize traffic congestion; and empower its clients with solutions to better manage their transportation networks. The firm is headquartered in California with offices nationwide.

Iteris staff members are experts in the fields of transportation planning, traffic engineering, and Intelligent Transportation Systems (ITS). Knowledge of these practice areas enable staff to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering and detailed design, through implementation and performance monitoring. Combining the talents of transportation engineers, systems engineers, system integrators, software engineers and transportation planners to bring to the industry an unmatched combination of talents and experience. The innovative solutions Iteris develops and applies assist public agencies to reduce traffic congestion, enhance transit use, monitor and manage their transportation networks and provide greater access to reliable traveler information.

City of Rialto Business License: Iteris does not currently have a Rialto business license, but will acquire one should the MIG Team be selected for this contract.

Percentage of Total Contract Subcontracted:

Not Applicable. As this contract is for on-call services, the percentage of work contracted will be determined on a per project basis and the proposed scope of work.

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PROPOSER'S DECLARATION**

Proposal Date: 11/12, 2015

To the Honorable Mayor and City Council From:

MIG, Inc.

Contractor

The undersigned, as Proposer, declares that he has carefully examined the locations of the proposed work described, examined the Agreement and read the Instructions to Proposers and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said maintenance in accordance with the Agreement Documents, as defined in the General Provisions, in the time stated herein, for the prices set forth in the following schedule:

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite and the providing of all necessary machinery, tools, apparatus and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or on the drawings for the work.

The Proposer to whom the contract (s) is awarded agrees to enter into an agreement with the City, and to commence work within fifteen (15) working days from the date of execution thereof, and to diligently prosecute the work to completion as set forth in the agreement after the execution of the agreement and the date of issuance of a Notice to Proceed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

All proposals are to be computed on the basis of the given Estimated Type of Work, as indicated in this proposal. In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and the extension thereof, the unit price shall prevail and proposals will be computed as indicated above and compared on the basis of correct totals.

The estimated quantities of work indicated in this proposal are approximate only, being given solely as a basis for comparison of proposals. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portions of the works as may be deemed expedient by the Contract Administrator.

It is understood by the Proposer that the City of Rialto has the right to reject this proposal or to award an agreement to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or proposal bond shall be returned to the undersigned within thirty-days (30) days from the date thereof. If the proposal is accepted and the work is awarded and the terms supplied by the Purchasing Manager within fifteen (15) days such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest Proposer who will execute an agreement shall be paid into the treasury of the City of Rialto as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Licensed in accordance with an act providing for the registration of Contractor's License No. N/A, classification, XXXX. In executing this proposal the Proposer certified being properly licensed to do the work.

Signature of Proposer

Susan M. Goltsman

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm, i.e., president, secretary, treasurer and manager, thereof.

Dated: November 12, 2015

537 South Raymond Avenue, Pasadena CA 91105 Business Address

(626) 744-9872 Telephone Number

MIG OFFICERS

Susan M. Goltsman, President

Daniel S. Iacofano Treasurer and Chief Executive Officer

Carolyn M. Verheyen, Secretary and Chief Operating Officer

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PROPOSER'S SIGNATURE DECLARATION**

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This Proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

MIG, Inc.

Company Name

537 South Raymond Avenue

Address

Pasadena CA 91105

City, State, Zip Code

#000960

City of Rialto

License Number



Signature of Authorized Person

Laura R. Stetson

Printed Name

Principal

Title

November 12, 2015

Date

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposer being rejected as non-responsive.

ADDENDUM # N/A DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

No Proposal

In order to help us improve our internal processes and become a better customer, if you are not submitting a Proposal, please state the reason(s) why and return this page to the Purchasing Manager.

CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
STATEMENT OF PROPOSER'S QUALIFICATIONS

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I am the Principal of MIG, Inc.

the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on November 12, 2015 at Pasadena, California
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.



Signature of Proposer

Principal
Title

Signature of Proposer

Title

SECTION TWO
Project Approach





Project Approach

UNDERSTANDING OF THE CITY OF RIALTO

The City's Request for Proposals (RFP) indicates the need for a planning firm that can step in and immediately start to function at full capacity. The backlog of work in the Development Services Department needs to be addressed to be responsive to applicants and to set a new framework to facilitate economic development. Hiring a firm with planners who know and understand the City will allow the work to get underway quickly and effectively.

MIG has a long relationship with the City of Rialto, having provided a variety of services to both the City and private developers looking to invest in Rialto. This relationship extends back to staff who worked for Hogle-Ireland, Inc. before its merger with MIG, Inc. in 2013; these staff continue to work for MIG today. Projects in which we partnered with the City include the General Plan, the 2008-2014 Housing Element, the Foothill Boulevard Specific Plan and numerous environmental documents. This experience provides us with a solid understanding not only of the City as a whole but of the specific policies and geographies and how they interact with broader City goals.

We have or are currently undertaking a variety of environmental reviews with and for the City, specifically peer review of environmental documents for Pepper Avenue and the Renaissance Specific Plan. Also, we are preparing environmental documents for various ProLogis industrial developments. These have provided us with an understanding of the broad issues in Rialto, as well specific site conditions.

Before the merger between Hogle-Ireland and MIG, MIG itself was active in the City preparing the Downtown Vision Plan, from which grew the development policies now reinventing Rialto's Downtown.

MIG will build on this intimate knowledge of the community and will be able to immediately start work on the projects for which the City staff needs assistance. We will simply need an orientation on the specific project being assigned. We will assign MIG staff who know Rialto well from previous work in the City, as well as new staff with the skills necessary to address your current needs.





UNDERSTANDING OF THE CITY'S NEEDS

The Request for Proposals identifies two distinct areas of service the City is requesting: 1) preparation of a Housing Element and 2) on-call planning services for advanced planning efforts.

Housing Element

MIG is one of the premier planning firms in the State for preparation of Housing Elements. We have prepared over 20 Housing Elements, all of which have been certified by the State Department of Housing and Community Development (HCD) as complying with Housing Element law. Our services for Rialto include:

- Review of the City's accomplishments under the previous Housing Element (which, in the case of Rialto, MIG staff prepared)
- The collection and analysis of the needed data
- Coordinating with the City in development the implementation strategies
- Finding creative solutions to meet the Regional Housing Needs Assessment (RHNA) requirements
- Addressing legislation enacted since adoption of the current element, such as SB 244 and SB 2
- Updating goals, policies and actions as appropriate and needed
- Working closely with the City in negotiating with HCD to gain certification of the Housing Element

The preparation of a new Housing Element requires an understanding and ability to coordinate community expectations, political implications, regulatory requirements, financial and fiscal limitations and resource allocation. MIG is well versed in coordinating all of these and successfully preparing a Housing Element that meets the needs of the City and the State and is, at the same time, practical and implementable.

Advanced Planning Efforts

The Request for Proposals identifies seven specific areas in which advanced planning services are needed. These range from demographic and statistical analysis, updating and "fixes" to the current General Plan and Zoning Ordinance, environmental review and analysis, AB 32 Green House Gas compliance and a general updating of the Circulation Element to incorporate active transportation modes.

MIG is a comprehensive planning firm that has undertaken each and all of these services for numerous jurisdictions. In addition, our team for Rialto includes staff from Iteris, who bring knowledge of the City from current and past work with you, combined with extensive background modernizing and updating Circulation Elements.



With regard to anticipated Zoning Ordinance amendments, we foresee the need to update regulations to implement the General Plan Land Use and Housing Elements. For example, SB 2 requires that the City identify a zone to permit emergency shelters by right. The 2004-2008 Housing Element identifies the I-P Zone as the appropriate location. We will develop objective standards to implement this program. Other Housing Element-directed changes include accommodating transitional/supportive housing, density bonuses and reasonable accommodation. These Zoning Ordinance updates need to be accomplished prior to submitting the draft Housing Element to HCD.

MIG recognizes the dynamic market in which Rialto finds itself and the significant development pressure it faces. We also recognize that the City's planning staff is of limited size and that it is not possible to anticipate what planning services the City may need over the course of this contract. These needs may include additional advanced planning efforts, processing of large and small entitlement projects, technical analysis of such factors as noise, cultural resources and greenhouse gas emissions for specific projects. Analysis of specific policy areas and preparation of proposed City policies may be needed as well.

City staff noted that the full range of projects and services is not known at this time. Therefore, while this proposal focuses on providing the specific services identified in the Request for Proposals, MIG is prepared to assist the City in any of its planning efforts which may arise in the future, even though not now contemplated. To meet this need, we are including in this proposal staff who the City can call upon under the contract for whatever the City finds its future needs are.

THE MIG APPROACH

In any cooperative effort with a city for a multifaceted contract such as the one envisioned in the Request for Proposals, key will be having a contract services manager who will serve as the primary point of contact for any and all services. This manager must be someone who the City can rely upon to have a firm knowledge of the activities being undertaken, the ability to call upon the specific MIG staff needed and in-depth knowledge of Rialto. This management approach will ensure efficiency and effectiveness, and will make the interaction easy for City staff. To this end, MIG proposes Jose Rodriguez as the overall Project Manager and point of contact. Mr. Rodriguez, whose career has spanned 15+ years, has experience in almost all aspects of City planning and specifically those areas requested in the RFP. He was the key planner for the Rialto General Plan and Housing Element. Also, he grew up in Rialto and knows the City intimately.

Under Mr. Rodriguez's overall management, MIG is proposing several expertise-specific teams to be used depending on the specific assignment, each with an MIG Principal or Director heading the team.

The Housing Element effort will be led by Genevieve Sharrow. During her career, Ms. Sharrow has prepared over 15 Housing Elements and is well suited to assist the City with preparation of the updated Housing Element for the 2015-2021 planning period. Ms. Sharrow will be able to call upon all of the divisions of MIG for assistance and will also have MIG staff assigned to assist her in the effort.



The team assigned to review and update the General Plan, including the Circulation Element amendment, will be headed by Mr. Rodriguez. He will be advised by Principal-in-Charge, Laura Stetson, who was pivotal in developing the current General Plan. Also providing support will be Nelson Miller, who managed the Foothill Boulevard Specific Plan. Iteris will provide the necessary transportation engineering and planning efforts needed for the Circulation Element update. MIG will assign additional staff to assist in the General Plan efforts as needed. The additional staff is identified in this proposal.

Iteris will assist the City in updating the Circulation Element to address safety, mobility and access needs by applying a Complete Streets approach. This will build on the previous Circulation Element to include detailed assessment of active transportation, including pedestrians, bicycles and neighborhood electric vehicle, as well as transit conditions, needs and improvements. In particular, the Active Transportation Plan portion of the Circulation Element will allow for a true comprehensive multimodal approach to mobility in Rialto and will allow for development of a logical support system for access to local and regional transit by providing enhanced and realistic first- and last-mile options.

Chris Brown, Director of Environmental Services for MIG, will head up the environmental compliance team for the CEQA/NEPA and specific technical environmental issues and reports, such as compliance with AB32 Greenhouse Gas requirements. Mr. Brown will head a team including four planners from MIG's environmental division staff.

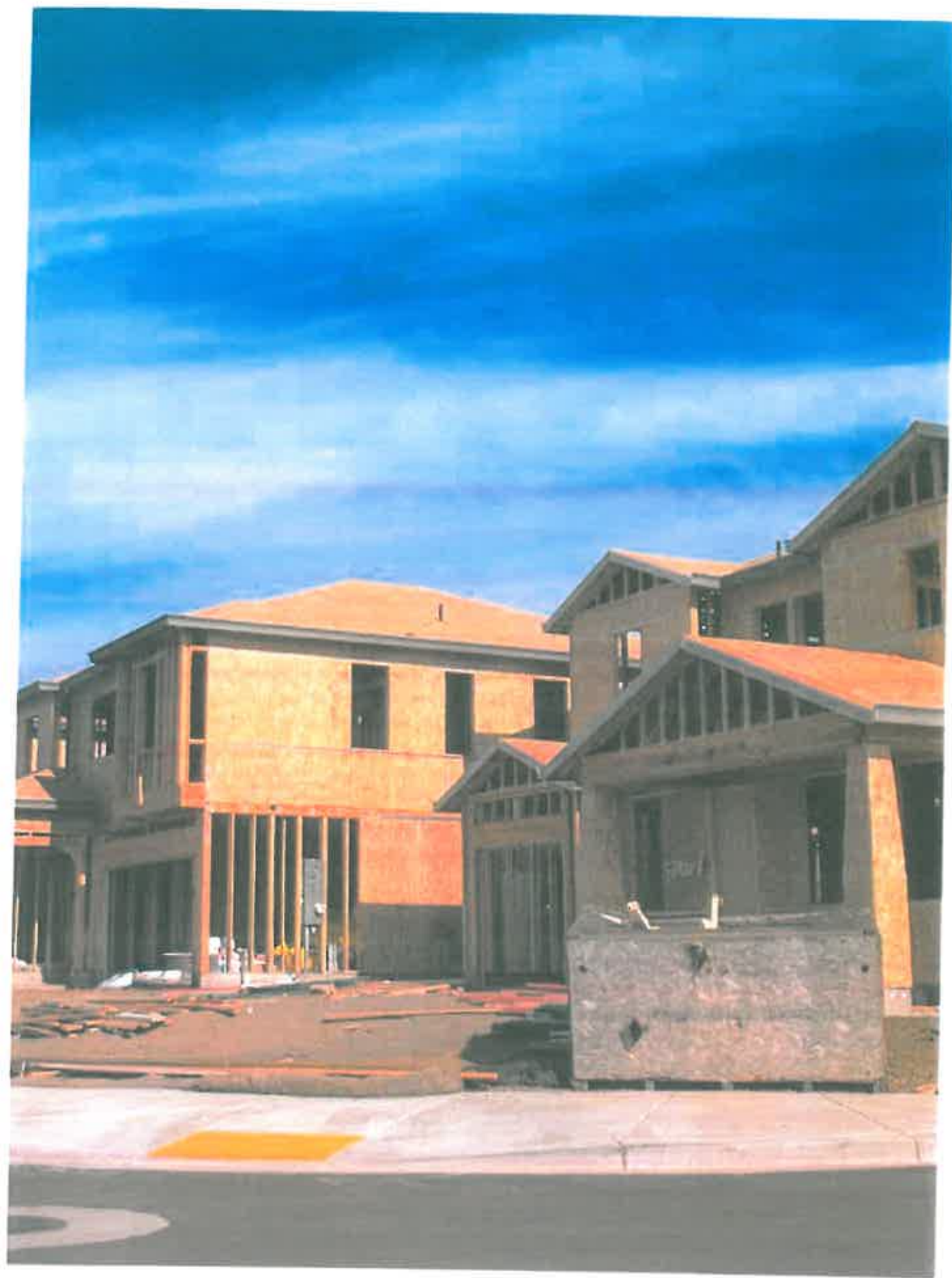
Laura Stetson will direct efforts focused on revisions to the Zoning Ordinance. As with the other internal teams, Ms. Stetson will have additional MIG planners available to her who have zoning expertise.

Finally, recognizing that the City may need assistance in processing entitlement applications and working with property owners, business owners and developers, MIG proposes a team to assist the City's current planning efforts. This team will be led by Richard (Rick) Zimmer, Director of Planning Services. Mr. Zimmer will be assisted by MIG staff with expertise in entitlement processing. His team will also include Mr. Miller as a strategic advisor because of his knowledge of the City of Rialto.

MIG is well prepared to provide not only those services requested in the RFP, but to expand these services into whatever area of planning the City of Rialto may require over the course of the contract.

SECTION THREE
Scope of Work





Scope of Work - Housing Element

Per the direction of the RFP and City staff, at this time we are only providing a scope of work for the Housing Element, as the balance of the contract planning services have not been fully defined.

TASK 1 - PROJECT INITIATION AND ONGOING COORDINATION

1.1 - Project Kick-off and Work Program Refinement

We will conduct a kick-off meeting with City staff to refine the work scope, identify key project team roles and establish product review procedures. The project scope, including community outreach components and optional tasks, will be refined based on our discussions; critical project milestones and a clear project schedule will be established.

1.2 - Ongoing Coordination/City Staff Meetings

For the duration of the project, MIG project manager Genevieve Sharrow will maintain contact through phone calls and email with City staff to ensure project coordination and to support close collaboration. These calls and meetings will allow the team to review project status and to discuss issues, documents and plan presentations.

1.3 - SB 18 Consultation (OPTIONAL)

MIG has included an optional task to assist the City with SB 18 consultation, as required by State law. As part of this optional task, MIG will provide the City with draft letters to Native American Heritage Commission and identified tribes, along with instructions for SB 18 Consultation. Telephone calls or meetings with responding tribes are not included in this proposal.

TASK 2 - DRAFT HOUSING ELEMENT AND SB 244 AMENDMENTS

Consistent with State Housing Element law, the document must include a housing needs assessment, an analysis of constraints to housing production, identification of resources to meet housing needs and available sites for housing development, an assessment of previous accomplishments and an implementation plan. We anticipate using the 2008-2014 Housing Element as the base, and updating the document directly in track changes format.

2.1 - Introduction and Population and Housing Profile

We will complete a housing assessment and needs analysis to comply with Government Code Section 65583, covering specific demographic, economic and housing topics as required by State law. We anticipate updating the Housing Needs Assessment with housing and population data based on the 2010 U.S. Census, latest three- and five-year estimates from the American Community Survey and other up-to-date City data available related to existing housing units and recent development projects. The project team will use publically available data to assess housing costs, affordability, characteristics and market conditions, including overcrowding and overpayment and evaluate housing needs within the City, including housing needs for special population groups. MIG will address any applicable new State laws, including SB 812 (2010), which requires an analysis of developmentally disabled persons housing needs, in this section. The consultant team will also assess existing assisted housing developments that are eligible to change designation from low-income housing to market-rate housing over the next 10 years, consistent with State law.

2.2 - Constraints on Housing Development and Maintenance

The Housing Constraints analysis identifies potential and actual governmental and nongovernmental (e.g. physical or financial) constraints to housing production, including any constraints on people with disabilities. We will update this section as necessary with up-to-date development processes and fees, as well as changes in market constraints due to the economic changes since the last Housing Element was written. We will assess the potential for residential development consistent with adopted land use and zoning policy, as well as opportunities for energy conservation. Where constraints exist, we will suggest housing programs to mitigate or remove these constraints.



2.3 - Housing Resources and Sites Analysis

The 2014-2021 Regional Housing Needs Assessment (RHNA) for Rialto is 2,715 units, including 636 very low-income, 432 low-income, 493 moderate-income and 1,151 market-rate units. In addition to this assessment, a portion of the previous (2006-2014) RHNA may apply, since zoning to implement the General Plan land use policy was not adopted within the planning period. Pursuant to AB 1233 and HCD guidance, the City may need to find additional sites for the unaccommodated lower-income RHNA. The 2008-2014 Housing Element indicates that 764 very low-income and 700 low-income units remained after applying credits from units constructed. We will work with the City to identify any additional credits that can be applied based on affordable units constructed during the remainder of the planning period, as well as any other rezoning that occurred. With this information we will identify the current remaining unaccommodated need, and will address that need in the 2014-2021 Housing Element Sites Analysis, along with the 2,715 RHNA for this planning period.

The Resources and Sites analysis will focus on site suitability for housing, drawing from sites identified in the 2008-2014 Housing Element. We anticipate that many of these sites will continue to be available for this Housing Element. Where new sites are necessary due to project development or changes in circumstance, we will assess the areas in the City identified as most likely to redevelop at density levels that can facilitate affordable housing and prepare appropriate GIS maps. The analysis will also evaluate and include funding resources, administrative resources and opportunities for energy conservation.

2.4 - Evaluation of the 2008-2014 Housing Element

The Housing Element is required by State law to include a report on the progress the City has made in implementing the current Housing Element. Consistent with State law, we will assess the continued appropriateness of the programs and policies in contributing to the attainment of the stated housing goals. The project team will specifically assess all housing programs to determine whether existing programs were successfully implemented and to inform future policy recommendations. The results of the 2008-2014 evaluation will be quantified where possible, but may be qualitative where necessary.

2.5 - Housing Goals, Policies and Quantified Objectives

Based on the analysis completed in the above items and building on the existing housing element, MiG will craft a Housing Plan with goals, policies and implementation programs relative to the maintenance, preservation, improvement and development of housing to cover this new planning period. Quantified objectives will also be established to address housing needs for all income groups, including extremely low-income households.

2.6 - Administrative Draft Housing Element

The Administrative Draft Housing Element will be submitted to the City electronically for staff review. The City will be responsible for collecting all staff comments and creating a single "comment document" from which MiG will revise the Administrative Draft Housing Element and complete the Draft Housing Element for Public Review. This scope and budget assume one round of comments and revisions.

Deliverables:

- Administrative Draft Housing Element (one digital copy in MS Word format)
- Draft Housing Element for Public Review (one digital copy in MS Word format)

TASK 3 - COMMUNITY ENGAGEMENT

3.1 - Draft Housing Element Workshop/Study Session

State Housing Element law requires that meaningful public outreach be included as part of the update process. Based on our prior housing element work experience, we believe that the public responds best when participants can react to concrete proposals. We have found that a successful way to solicit input on housing issues is to include the Housing Element as an informational item at a regularly scheduled meeting. Accordingly, we recommend that the Planning Commission and/or City Council conduct a workshop/study session once the Draft Housing Element is complete.

As part of the work scope refinement process, we can discuss with staff the most effective approach, including opportunities to ensure the involvement of key stakeholder groups, non-profits and the community. MIG will prepare an invitation template to distribute to stakeholders and relevant commissions. We will work with City staff to identify appropriate recipients of invitations and distribute a public notice regarding the study session.

This scope of work assumes the workshop/study session will occur as one meeting with either the Planning Commission or City Council. (Alternatively, this could also be held as a joint study session with both bodies, if that is a possibility.) For the meeting, we will provide an overview of the Draft Housing Element, including State requirements, constraints and programs designed to meet the RHNA and proposed housing goals and policies. The public and Commissioners/Councilmembers will be asked to review and provide feedback on the information provided.

MIG will prepare the PowerPoint presentation for the workshop(s). MIG will submit the documents electronically to City staff for review, reproduction and/or distribution. MIG will present the information at the meeting. MIG will also prepare the related staff report. As necessary based on input from community leaders and residents, MIG will revise the draft of the Housing Element to address comments and recommendations.

Deliverables:

- Workshop/Study Session Attendance and Presentation (one digital copy in MS PowerPoint format)
- Workshop/Study Session Staff Report (one digital copy in MS PowerPoint format)

TASK 4 - LIAISON TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

4.1 - HCD Liaison and Certification

This task involves coordination with HCD to review the City's Draft Housing Element for consistency with State housing element law. Our scope assumes one round of HCD review for the draft Housing Element and one round of HCD review on the adopted Housing Element, consistent with our recent previous experience. HCD is allowed 60 days to review a draft Housing Element and 90 days to review an adopted Housing Element.

We anticipate that HCD staff may take the full 60 days allowed to complete its review. During HCD's review—and during the course of element preparation—we will keep in contact with HCD staff to facilitate review and anticipate/respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies and strategies to meet the RHNA.

As we cannot fully anticipate the depth and scope of comments HCD will offer nor the time required to effectively negotiate a position acceptable to the City, we have provided an allowance for this task in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior written authorization from the City. Our scope includes pre-submittal consultation with HCD staff, as deemed necessary, submittal of the Housing Element, completion of the streamline review checklists (if the City is able to qualify), conference calls with HCD staff and City staff to discuss comments and preparation of written responses to HCD comments as needed.

Following HCD review and determination that the Draft Housing Element complies with State Housing Element law, we will prepare a version for review by the public and decision makers.

Subsequent to City Council adoption, MIG will consult with HCD staff regarding any changes to text required by Planning Commission or City Council and will submit a final, adopted 2014-2021 Housing Element to HCD for State certification of compliance with State Housing Element laws.

Deliverables:

- HCD Draft Housing Element (two digital copies and two hard copies for HCD submittal)



TASK 5 - CEQA COMPLIANCE

5.1 - Initial Study and (Mitigated) Negative Declaration

Typically, where Housing Element updates are consistent with adopted land use policy and zoning (for which thorough environmental analysis was previously conducted), a Negative Declaration or Mitigated Negative Declaration is the appropriate level of CEQA analysis. We have completed both Negative Declarations and Mitigated Negative Declarations for Housing Element updates. We anticipate that the Housing Element will be consistent with land use policy in the adopted General Plan, and we will therefore tier from the General Plan EIR for Housing Element CEQA documentation. We will prepare a preliminary draft Initial Study for City staff review. Upon receiving staff's comments, we will prepare a Draft Initial Study/(Mitigated) Negative Declaration for public circulation and review.

At the conclusion of the 30-day public review, we will revise the Draft Initial Study/(M)ND to respond to public comments on the document where warranted by the presentation of new information that could impact an environmental determination. If necessary, a Mitigation Monitoring Program with appropriate mitigation measures will accompany the Final (Mitigated) Negative Declaration. All documents will be submitted to the City electronically.

This scope and budget assumes the only project analyzed will be the Housing Element. However, for efficiencies, the City may also wish to incorporate analysis of additional General Plan and Zoning Code amendments with this CEQA document. Proposed schedules and approaches to incorporate this additional analysis can be further discussed with the City upon contract award.

5.2 - Processing/Circulation of Environmental Documentation

MIG will process and circulate all applicable environmental documents pursuant to CEQA. Specifically, MIG will prepare a Notice of Intent to Adopt (NOA) a (Mitigated) Negative Declaration and a Notice of Determination (NOD).

Based on a distribution list provided by the City, we will mail the NOA and (M)ND/initial Study to recipients, including transmission of 15 copies to the State Clearinghouse, and file required notices with the County Recorder. We will prepare and submit a request to the Department of Fish and Game for a No Effect Determination. The City will be responsible for placing and paying for newspaper ads.

Deliverables:

- Draft Initial Study/Mitigated Negative Declaration (one digital copy and CDs required for distribution)
- NOA (one digital copy and hard copies for distribution)
- NOD (one digital copy and hard copies for signing/filing)
- No Effect Determination Request (one digital copy)

TASK 6 - HEARINGS, ADOPTION AND FINAL HOUSING ELEMENT

6.1 - Hearings

MIG staff will attend public hearings for adoption of the Draft Housing Element and certification of the Final (Mitigated) Negative Declaration. Our budget includes an allowance we consider sufficient to attend two public hearings (assuming one meeting with the Planning Commission and one meeting with City Council). Any time required beyond this allowance will be billed on a time-and-materials basis with prior approval by the City.

6.2 - Staff Reports

MIG will prepare required staff reports and resolutions for the Planning Commission and City Council hearings. City staff will be responsible for preparing and publishing the public notices for meetings.

6.3 - Final Housing Element

We will prepare a Final Housing Element that incorporates any changes to the Public Review Housing Element based on comments and direction from staff, the Planning Commission and the City Council.

Deliverables:

- Final 2014-2021 Housing Element (one digital copy in PDF and MS Word format and one hard copy for HCD submittal)
- Staff Reports and Resolutions for Planning Commission and City Council hearings (one digital copy of each)

SECTION FOUR
Project Personnel





Project Personnel

We are proud to present an experienced and deeply motivated team for the Rialto Housing Element Update and On-Call Advance Planning Services. Our team members have been selected based on their expertise in their fields of work, their knowledge of Rialto and their passion for providing quality planning services.

As stated in our Project Approach, Jose Rodriguez will serve as the overall Project Manager and City's point of contact for this contract. Under Mr. Rodriguez's overall management, MIG is proposing several expertise-specific teams to be used depending on the specific assignment, each with an MIG Principal or Director heading each team. Our team organization identifying individuals' roles and responsibilities is presented in the chart below.

RESUMES

Detailed resumes for the MIG Team—including titles, education, work experience and relevant projects—are provided on the following pages.

ASSIGNED HOURS OF PERSONNEL

The assigned hours for the MIG Team project personnel proposed to prepare the Housing Element Update are provided in the Cost Proposal located in Section Eight.

Team Organization





Laura R. Stetson, AICP

PRINCIPAL-IN-CHARGE

AREAS OF EXPERTISE

Land Use Planning / General Plans / Zoning Codes
Specific Plans / Meeting Facilitation

QUALIFICATIONS

Laura Stetson has served as Principal or Project Manager on specific plans, zoning codes, general plans and special planning studies for diverse cities throughout California for nearly 30 years. In this capacity, she has worked with advisory committees, commissions and councils to develop long-range goals, policies and programs, and to craft the regulatory tools to ensure effective approval and implementation of various plans. She has conducted background research for planning, written plan elements, coordinated preparation of plans and related environmental documentation and presented recommendations to decision-making bodies. She also directs preparation of CEQA documents, either as part of planning programs or to address development projects.

Ms. Stetson oversees and manages projects for a variety of public sector clients. Experience includes general plan updates in Vernon, Monterey Park, Baldwin Park, Rialto, Colton, Rancho Cucamonga, Long Beach, Torrance, Redwood City, Claremont, Arcadia and currently in Costa Mesa; housing elements in Azusa, Brea, Baldwin Park, Colton, Garden Grove, Manhattan Beach, Montebello, Monterey Park, Rialto, San Marcos and Vernon; and comprehensive zoning code updates for the cities of Duarte, La Puente and Baldwin Park.

AFFILIATIONS

- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- California Planning Roundtable

EDUCATION

- Bachelor of Science, Environmental Earth Science, Stanford University
- Graduate Coursework in Public Administration, American University

RELEVANT EXPERIENCE

- Rialto General Plan, Housing Element and EIR, *Rialto, California*
- Rancho Cucamonga General Plan Update, *Rancho Cucamonga, California*
- Brea General Plan, *Brea, California*
- Claremont General Plan, *Claremont, California*
- Baldwin Park General Plan and Zoning Code and Sustainability Element, *Baldwin Park, California*
- Riverside General Plan and Zoning Ordinance Update, *Riverside, California*
- Redwood City General Plan Update, *Redwood City, California*
- Colton General Plan, *Colton, California*
- Vernon Focused General Plan and Zoning Ordinance Update and EIR, *Vernon, California*
- Long Beach General Plan Land Use Element, *Long Beach, California*
- Manhattan Beach General Plan, *Manhattan Beach, California*
- Smoky Hollow Specific Plan Update, *El Segundo, California*
- Costa Mesa General Plan, *Costa Mesa, California*
- Torrance General Plan Update, *Torrance, California*
- Westminster Zoning Code Update, *Westminster, California*
- Garden Grove Mixed Use Zoning Regulations, *Garden Grove, California*

PROJECT AWARDS

- **Brea General Plan** - APA Award, California Chapter
- **Redwood City General Plan** - APA, California Chapter, Outstanding Achievement for Small Jurisdiction Planning Effort
- **Riverside General Plan** - APA Award, California Chapter
- **Claremont General Plan** - APA Award, California Chapter

José M. Rodriguez

PROJECT MANAGER

AREAS OF EXPERTISE

General Plans / Land Use Planning / Zoning Codes
Specific Plans / GIS / Meeting Facilitation

QUALIFICATIONS

José Rodriguez has extensive and varied experience in urban planning. José has experience managing and preparing general plan elements and comprehensive general plan updates for cities throughout California. He has prepared specific plans, from downtown plans to large master plans, for public agencies and private companies. He has particular expertise with GIS mapping and analysis for these projects, particularly for land use alternatives impact analysis. He has a high level of expertise in managing advance planning projects. José is currently an Adjunct Professor at Cal Poly Pomona in the Department of Urban and Regional Planning, teaching intermediate and beginning GIS courses related to planning analysis.

While with MIG and previous firms, José has served as a contract planner for diverse cities, providing both current and long-range planning services. He worked as the City of Whittier's full-time historic resource planner, processing applications for projects within the City's historic districts. He has also provided staffing support in Azusa, Hawaiian Gardens, Glendale and Upland.

AFFILIATIONS

- * APA

EDUCATION

Master of Art, Urban Planning,
University of California, Los Angeles

Bachelor of Science, Urban and Regional Planning,
California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- * Rialto General Plan, Housing Element and EIR, *Rialto, California*
- * Rancho Cucamonga General Plan Update, *Rancho Cucamonga, California*
- * Riverside General Plan and Zoning Ordinance Update, *Riverside, California*
- * Claremont General Plan, *Claremont, California*
- * Colton General Plan, *Colton, California*
- * Baldwin Park General Plan and Zoning Code, *Baldwin Park, California*
- * Costa Mesa General Plan, *Costa Mesa, California*
- * Flair Spectrum Specific Plan Entitlements, *El Monte, California*
- * Brea General Plan, *Brea, California*
- * Redwood City General Plan Update, *Redwood City, California*
- * Torrance General Plan Update, *Torrance, California*
- * Long Beach General Plan Land Use Element, *Long Beach, California*
- * Manhattan Beach General Plan, *Manhattan Beach, California*
- * Yucaipa Freeway Corridor Specific Plan, *Yucaipa, California*
- * Friant Ranch Specific Plan, *Fresno County, California*
- * Kern River Valley Specific Plan, *Kern County, California*
- * Irvine Wildlife Corridor Master Plan, *Irvine, California*



Genevieve Sharrow

PROJECT MANAGER

AREAS OF EXPERTISE

General Plans / Housing Elements / GIS
Zoning Ordinances / Development Codes

QUALIFICATIONS

With ten years of experience, Genevieve Sharrow provides a broad range of planning and planning related services to clients. Her primary responsibilities include preparing and assisting in the preparation of general plans, housing elements; zoning ordinances and development codes; HUD applications and compliance documents; and environmental analysis and CEQA documentation. She has extensive experience with long-range planning documents and implementing codes. She has managed and/or assisted with preparation of Housing Elements for the Alhambra, Azusa, Baldwin Park, Cypress, Cupertino, Garden Grove, La Palma, La Puente, Laguna Woods, Lake Elsinore, Monterey Park, Redwood City, San Bernardino, Temple City and Vernon.

Genevieve has experience in leading community outreach efforts as an integral component of projects, especially as related to General Plans and HUD compliance documents. Genevieve has led facilitated discussions with stakeholders, conducted one-on-one interviews, participated in large open-house meetings with community members, created and administered surveys, and given presentations for interest groups, Planning Commissions and City Councils.

Her CEQA experience spans diverse projects, at a variety of analysis levels. She excels at completing succinct, thoroughly researched and defensible environmental review for both development and program-level projects. Genevieve has prepared air quality and greenhouse gas emissions assessments utilizing the latest CalEEMod software and is well-versed in the latest developments related to climate change.

PROFESSIONAL AFFILIATION

- American Planning Association

EDUCATION

- Master of Art, Urban Planning,
University of California, Los Angeles
- Bachelor of Arts, Social Anthropology,
University of Michigan

RELEVANT EXPERIENCE

- Rialto General Plan and Housing Element, *Rialto, California*
- La Palma General Plan Update, *La Palma, California*
- Vernon Focused General Plan and Zoning Ordinance Update and EIR, *Vernon, California*
- Baldwin Park General Plan Health and Sustainability Element, *Baldwin Park, California*
- Redwood City General Plan, *Redwood City, California*
- Redwood City Zoning Code Update-Mixed Use, *Redwood City, California*
- Baldwin Park Zoning Code, *Baldwin Park, California*
- Duarte Development Code, *Duarte, California*
- Garden Grove Mixed Use Zoning Regulations, *Garden Grove, California*
- Rosemead General Plan EIR, *Rosemead, California*
- Pasadena Lincoln Avenue Specific Plan, *Pasadena, California*
- Initial Studies/(M)NDs/Addendums to EIRs for Zoning Amendments, *Baldwin Park, Duarte, Monterey Park, Garden Grove and Redwood City, California*
- Initial Studies/(M)NDs for Housing Elements, *Azusa, West Covina and Baldwin Park, California*

PROJECT AWARDS

- **Redwood City General Plan** - APA, California Chapter, Outstanding Achievement for Small Jurisdiction Planning Effort

Diana Gonzalez

GIS / PLANNING ASSOCIATE

AREAS OF EXPERTISE

General Plans / Housing Elements / GIS

QUALIFICATIONS

Diana Gonzalez has a broad range of land use planning experience in both advance and current planning. Her primary responsibilities include preparing long-range planning documents such as General Plans and HUD compliance documents (Consolidated Plans, Action Plans and Analyses of Impediments to Fair Housing Choice). She has a high level of expertise and experience in graphic and GIS mapping. She has produced mapping, demographic and spatial analysis for several general plans and large-scale housing projects, including the Analysis of Impediment to Fair Housing Choice for Los Angeles and San Diego Counties. Diana also has experience in public outreach and website development for public outreach purposes. She is fluent in Spanish and can translate outreach material and has provided translation at community meetings.

PROFESSIONAL AFFILIATION

- American Planning Association

EDUCATION

- Master of Arts, Urban Planning, University of California, Los Angeles
- Bachelor of Arts, Political Science and Communication Studies, University of California, Los Angeles

RELEVANT EXPERIENCE

- Arcadia General Plan, Arcadia, California
- Colton General Plan, Colton, California
- Hemet General Plan, Hemet, California
- Torrance General Plan, Torrance, California
- Rosemead General Plan, Rosemead, California
- Analysis of Impediments to Fair Housing Choice, Los Angeles County, California
- La Puente General Plan, La Puente, California

Paola Bassignana

PROJECT ASSOCIATE

AREAS OF EXPERTISE

Community Outreach and Engagement / Planning
Project Research and Analysis / Bilingual - Spanish

QUALIFICATIONS

Paola Bassignana is a Project Associate and Urban Planner. She provides support on various community outreach and planning efforts, specifically with regard to strategy development, media relations, meeting coordination, collateral material development, social media marketing and event planning.

AFFILIATIONS

- APA

EDUCATION

- M.A. Urban and Regional Planning, International Development Concentration, University of California, Los Angeles
- B.A. Global and International Studies, B.A. Italian Studies, University of California, Santa Barbara

RELEVANT EXPERIENCE

- Cudahy General Plan Update, Cudahy, California
- I-710 Corridor Project EIR/EIS Community Outreach and Engagement Program, Los Angeles, California
- Glendora Arrow Highway Corridor Specific Plan, Glendora, California
- Salinas Housing and Community Development Planning Initiatives Community Outreach, Salinas, California
- Los Angeles County Flood Control District Enhanced Watershed Management Plan Community Outreach, Los Angeles County, California
- Los Angeles County Department of Regional Planning Strategic Plan, Los Angeles County, California
- Claremont Hills Wilderness Park Master Plan, Claremont, California
- Redwood City Inner Harbor Specific Plan, Redwood City, California



Christopher Brown

DIRECTOR OF ENVIRONMENTAL SERVICES

AREAS OF EXPERTISE

Environmental Analysis / CEQA
Air Quality and Climate Change Analysis

QUALIFICATIONS

Christopher Brown has over eight years experience in environmental analysis and the preparation of CEQA documents. He has managed and prepared CEQA documents for a variety of development plans and projects, specific plans, comprehensive general plan updates, general plan elements and transportation improvements and infrastructure plans and projects. In addition to his CEQA expertise, Chris has specialized in air quality and has been modeling and analyzing air pollutant emissions for the past six years. The air quality assessments utilize the latest CalEEMod software for a variety of development and infrastructure projects. He has prepared GHG emissions models utilizing the methods and practices presented in the California Air Pollution Control Officers Association's CEQA and Climate Change white paper and their Quantifying Greenhouse Gas Mitigation Measures guidelines.

EDUCATION

- Bachelor of Science, Environmental Planning, California State University, Northridge

RELEVANT EXPERIENCE

- Rialto General Plan EIR, *Rialto, California*
- Pepper Avenue Peer Review, *Rialto, California*
- ProLogis Park Various CEQA Assessments, *Rialto, California*
- La Palma General Plan EIR, *La Palma, California*
- Claremont University Consortium East Campus EIR, *Claremont, California*
- Station Square Transit Village Specific Plan, Phase II IS/ MND, *Monrovia, California*
- Rosemead General Plan and EIR, *Rosemead, California*
- Huntington Beach General Plan and EIR, *Huntington Beach, California*
- Twentynine Palms General Plan and EIR, *Twentynine Palms, California*

Laura Moran

SENIOR BIOLOGIST

AREAS OF EXPERTISE

CEQA/NEPA / Biological Studies / Ecosystems Restoration

QUALIFICATIONS

Laura Moran has over 28 years of environmental consulting experience in biology and project management. She has directed, managed and conducted a broad range of wetland delineation and resource studies, biological resource inventories, special-status species surveys, environmental impact analyses, multi-agency permitting, multi-parcel mitigation banking and environmental monitoring plans for mitigation and construction projects for various public- and private-sector clients. She has a thorough understanding of CEQA/NEPA, multiple state and federal endangered species acts and state and federal regulations and permits involving biological and water resources.

EDUCATION

- BLA/MUP Degree Program, City University of New York
- Bachelor of Science, St. Lawrence University

CERTIFICATIONS

- California Rapid Assessment Methodology Certified
- Habitat Evaluation Procedure Certification, US Fish and Wildlife Service
- Wetland Delineation Certification

RELEVANT EXPERIENCE

- Claremont Hills Wilderness Area Master Plan, Bio Study Peer Review, Restoration Project Coordination, Mitigation Bank Creation, *Claremont, California*
- Flood Control Maintenance Projects, Alameda County Flood Control and Water Conservation District, Bio Studies, Permitting, *Alameda County, California**
- Chevron Renewal Project Revised EIR, Bio Studies, Mitigation Plan, *Richmond, California*
- Stevens Creek Corridor Parks Master Plan EIR, Bio Studies, Permitting, Stream Restoration, *Cupertino, California*
- I-5/Route 126 Magic Mountain Parkway Improvement Project, RNES, EIR/EIS, *Los Angeles County, California**
- Cotati Downtown Specific Plan EIR, *Cotati, California**

*work completed prior to joining MIG

Olivia Chan

ENVIRONMENTAL ASSOCIATE

AREAS OF EXPERTISE

Environmental Analysis / CEQA
Air Quality and Climate Change Analysis

QUALIFICATIONS

Olivia Young is an assistant project manager for Environmental Planning. She has prepared a variety of environmental documents such as Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports and Mitigation Monitoring Programs pursuant to CEQA for jurisdictions throughout Southern California. In addition to her environmental experience, Olivia has assisted in the preparation of a specific plan for a 800-acre Master Planned Community in the City of Corona. She has also provided demographics research and enrollment projection analysis for several school districts within California. These services allow school districts to better plan for the future in terms of facility and faculty needs.

EDUCATION

- Masters in Urban and Regional Planning
University of California, Irvine
- Bachelors in Environmental Analysis and Design
University of California, Irvine
- EPA 400 and EAA 422

RELEVANT EXPERIENCE

- ProLogis Park Various CEQA Assessments, *Rialto, California*
- Garden Grove Housing Element Initial Study (IS)/Mitigated Negative Declaration (MND), *Garden Grove, California*
- Colton General Plan Update EIR, *Colton, California*
- Baldwin Park Housing Element IS/MND, *Baldwin Park, California*
- Hawaiian Gardens Redevelopment EIR, *Hawaiian Gardens, California*
- Whittier LA Fitness IS/MND, *Whittier, California*
- Irvine Crossings IS/MND, *Irvine, California*

Savannah Richards

ENVIRONMENTAL ASSOCIATE

AREAS OF EXPERTISE

Environmental Analysis / Hazards and Hazardous Materials Analysis

QUALIFICATIONS

Savannah Richards is an associate environmental planner with MIG's Environmental Planning division. Savannah has a background and education in planning and environmental studies. She is experienced in Phase I and II Environmental Site Assessments, preparation of EPA Quarterly Reports and submission of Annual Supplemental Funding Requests. Savannah also has experience with NEPA documentation, has developed field skills in wetland delineation and mitigation and participated in extensive field work involving soil and water sampling.

EDUCATION

- Masters of Regional and City Planning,
University of Oklahoma
- Bachelors of Science, Environmental Science,
Oklahoma State University

Additional Education

- 40 hour HAZWOPER Safety Training
- EPA HAZWOPER Refresher Safety Training
- ASTM Phase I and II Site Assessment Training
- EPA's Introduction to Groundwater Investigations
- DEQ Trimble GeoXT GPS Certification
- EPA's Intro to Risk Assessment
- EPA's Superfund 101
- ArcMap Training

RELEVANT EXPERIENCE

- ProLogis Park Various CEQA Assessments, *Rialto, California*
- 2400 South Fremont Specific Plan Initial Study/MND, *Alhambra, California*
- Adelanto North 2035 Comprehensive Sustainable Plan EIR, *Adelanto, California*
- San Bernardino 2014-2021 Housing Element Initial Study/MND, *San Bernardino, California*
- San Bernardino County, Treh Partners, LLC Initial Study/MND, *San Bernardino County, California*



Christopher W. Purtell, RPA

SENIOR ARCHAEOLOGIST

AREAS OF EXPERTISE

Cultural Resources Analysis and Monitoring

QUALIFICATIONS

Christopher Purtell is an archaeologist and archaeological project manager with over ten years of professional experience. He is well-versed in project management, environmental compliance, subcontracting, archaeological survey, excavation, monitoring, data recovery, laboratory analysis and in the development of mitigation and treatment plans. Mr. Purtell has managed cultural resources and aerospace projects and has undertaken and contributed to work efforts for prehistoric and historic archaeology in the Great Basin, Mojave Desert, Southern and Northern California pursuant to CEQA and NEPA.

AFFILIATIONS

- Register of Professional Archaeologist (ID No. 990027)
- Society for American Archaeology (SAA)
- Society for California Archaeology (SCA)

EDUCATION

- Master of Arts, Anthropology, California State University Fullerton, Fullerton, CA
- Bachelor of Arts, Anthropology/Archaeology, Minor in Geography, California State University Dominguez Hills, Carson, CA

RELEVANT EXPERIENCE

- Lytle Creek Ranch South Residential Commercial Development, Section 106 Evaluation Assessment, *Rialto, California*
- Phase I Cultural Resources Assessment of the Proposed Autodromo California Project-Agua Caliente Band Cahuilla Indians, *Riverside County, California*
- County of Riverside, Planning Department Cultural and Paleontological Resources Assessment New Model Colony (NMC) Storm Drains Ontario, *San Bernardino County, California*
- Southern California Gas Company Pipeline Safety Enhancement Plan: Pipe Line Section 32-21 Cultural and Paleontological Assessment and Resource Protection, *Pasadena, California*

Richard Zimmer

DIRECTOR OF PLANNING SERVICES

AREAS OF EXPERTISE

Urban Planning / General Plans / Development Codes
CEQA / Entitlements / Economic Development

QUALIFICATIONS

Rick Zimmer has over thirty-five years of planning community development and economic development experience, including project management for numerous complex projects, and administration of planning departments, building departments and redevelopment agencies. His extensive experience providing planning and project management services to local jurisdictions and the private sector includes general plans, development codes, CEQA and entitlements. He is also experienced in preparing special studies and community outreach projects.

PROFESSIONAL AFFILIATIONS

- American Planning Association, Member of the Board of Directors for the Inland Empire Section
- Southern California Planner, Congress Member of the Board of Directors

EDUCATION

- MPA, Public Administration, University of Southern California
- BA, Political Science, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Twentynine Palms General Plan Update and EIR, *Twentynine Palms, California*
- Hesperia General Plan Update and EIR, *Hesperia, California*
- City of Murrieta Contract Staffing, Mr. Zimmer provided project management and special projects services to the city for a wide variety of projects, *Murrieta, California*
- City of Canyon Lake Contract Staffing, Mr. Zimmer served as the Planning Director for the City, *Canyon Lake, California*
- Staff and Commission Training for various Southern California cities, Mr. Zimmer provided specialized training sessions for both city staffs and city commissions

Nelson Miller

PROJECT MANAGER

AREAS OF EXPERTISE

Project Management / Processing of Entitlements

QUALIFICATIONS

Mr. Miller has extensive planning and management experience in nearly every aspect of planning and community development. He has served as a Community Development Director and Planning Director for several cities and provided a variety of consulting services for cities and counties. Mr. Miller can provide assistance to governmental organizations as interim or contract staff and in preparation of General Plans, Development Codes, Specific Plans, special studies of all types and in economic development. He is also experienced in environmental review, project management, governmental relations and development processing for private development.

EDUCATION

- Masters in Urban and Regional Planning
University of California, Irvine
- Bachelors in Environmental Analysis and Design
University of California, Irvine
- EPA 400 and EAA 422

RELEVANT EXPERIENCE

- Foothill Boulevard Specific Plan, *Rialto, California*
- Renaissance Specific Plan Peer Review, *Rialto, California*
- Hesperia Comprehensive General Plan Update and Program EIR, *Hesperia, California*
- Twentynine Palms Comprehensive General Plan Update, Development Code Update, and Program EIR, *Twentynine Palms, California*
- City of San Juan Capistrano, Development Services Director, *San Juan Capistrano, California*
- City of Adelanto, Community Development Director, *Adelanto, California*
- City of Perris, Planning Manager, *Perris, California*
- Town of Apple Valley, Planning Director, *Apple Valley, California*
- Lake Elsinore, Community Development Director, *Lake Elsinore, California*

Deborah Drasler

PROJECT MANAGER

AREAS OF EXPERTISE

Project Management / Processing of Entitlements

QUALIFICATIONS

Deborah Drasler has over 25 years of public and private professional planning experience. She has served as project manager on multiple current and advanced planning projects throughout Southern California. Ms. Drasler has extensive experience and responsibility in managing and processing entitlements for residential, resort, commercial, and industrial development projects.

EDUCATION

- Bachelor of Science, Urban & Regional Planning,
California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- City of Azusa, On-call Planning Services, Dhammakaya International Meditation Center Specific Plan and CEQA Review
- City of Bakersfield, South of Brimhall: General Plan Amendment, Zone Change, and Circulation Element amendment on 758 acres, and the removal of 101 acres from the Kern River Element.
- City of Valencia: North Valencia Specific Plan ~ 700+ acre mixed use project. 1998 APA Award.
- City of Bakersfield: Stockdale Commercial, General Plan Amendment and Zone Change on a 133 acre site.

Her experiences related to contract planning services include the following cities:

- City of Newport Beach, Contract Planner
- City of Laguna Woods Contract City Planner
- City of Mission Viejo Contract Associate Planner
- City of San Clemente Contract Associate Planner
- City of Dana Point Contract Associate Planner
- City of Laguna Hills Contract Associate Planner
- City of Vista Assistant Planner
- County of Riverside Contract Planning Services
- City of Rolling Hills Estates Assistant Planner



Viggen Davidian, PE

Vice President

Education

- MS, Civil Engineering (Transportation), University of California, Berkeley, 1981
- BS, Civil Engineering, Iowa State University, 1979
- VHI Certificate of Training—Project Development and Environmental Documentation, FHWA

Professional Registrations

Civil Engineer, CA #36335, 1983

Years of Experience 34

Areas of Expertise

- ITS Multimodal and Strategic Corridor Improvement Plans
- Performance Measurement and Monitoring, Project Prioritization
- Travel Demand Forecasting and Analysis

Professional Affiliations

- Institute of Transportation Engineers (ITE)
- American Society of Civil Engineers (ASCE)
- Phi Kappa Phi, Engineering Honors Society Chi Epsilon, Civil Engineering Honors Society

Mr. Davidian has over 34 years of comprehensive project engineering and management experience encompassing transportation planning, traffic engineering design, and civil engineering, both in the private and the public sectors. He has managed and directed a wide range of projects from traffic, circulation and parking design for various size developments to large-scale multi-modal transportation strategic plans as well as corridor and area-wide studies. These assignments have involved traffic engineering design on-call projects, traffic management system plans, system performance measurement studies, ITS technologies, major investment studies, corridor alternatives analysis and needs assessments, travel demand model development and forecasting, short and long-range transit plans, high-speed rail, general plan circulation elements, and highway alignment and preliminary design studies. He has extensive experience in transportation policy planning and analysis, and consensus building skills working with multi-jurisdictional policy and technical advisory committees, elected officials, planning commissions, and agency staffs. He has a broad knowledge of state, federal and local guidelines, procedures and regulations related to transportation system planning, design, financing and implementation.

Project Experience

I-605/I-405/SR-91 Gateway Cities Congestion Hot Spots Study and Strategic Plan – Los Angeles County, CA

I-10/Grove Interchange PSR and PA&ED – City of Ontario, CA

I-15 Express Lanes, RCTC – Riverside County, CA

I-215/Washington Street-Mt Vernon Interchange PA&ED, SANBAG – City of Colton, CA

I-15/I-40 Interchange Improvements – Barstow, CA

SR 91/La Sierra Interchange Improvement – Riverside, CA

I-10 & I-15 Interchange PSR/PR – City of Fontana, CA

Over 30 Countywide, Subregional and Local Travel Demand Models – Southern California

Heavy Duty Truck Travel Forecasting Model – Southern California

Mid-County Parkway – Riverside County, CA

Riverside County Transportation Analysis Model (RIVTAM) – Southern California



John A. Lower, FITE

Associate Vice President

Education

MIA, Public Administration,
University of Southern California,
Cum Laude, 1984

BA, Urban Studies, Temple
University, Cum Laude, 1977

Years of Experience 30

Areas of Expertise

- Complete Streets
- Active Transportation
- Transportation Planning
- Multi-Modal Operations

Professional Affiliations

- Institute of Transportation Engineers (ITE), Fellow
- ITE Management & Operations/ITS Council Chair
- Urban Land Institute, Orange County Place Council
- Intelligent Transportation Society of California Board of Directors, Member Intelligent Transportation Society of America (ITSA), Vice Chair of the Sustainable Transportation Working Group

Mr. Lower has 30 years of multimodal transportation management experience focused on operations of transport infrastructure and traffic management systems. As Traffic and Transportation Manager for the City of Anaheim for two decades, Mr. Lower directed the planning, management, maintenance and operations of transportation projects and systems for the City.

Mr. Lower developed a strong record of collaboration with community stakeholders, as well as with local, regional, state and federal transportation agencies. Mr. Lower is noted for excellent communications skills, and for being sensitive to all stakeholders. He has led a number of innovative transportation infrastructure and traffic management system projects to successful completion. He has extensive experience in leading community meetings for dialogue of safety, mobility, access, traffic calming and quality of life issues.

Project Experience

General Plan Circulation Element – La Quinta, CA

Mr. Lower guided preparation of a Circulation Element that features Complete Streets approaches to improving transit service on the major corridors, and best practices identified by the California Air Pollution Control Officers as preferable alternatives to automobiles. Recommendations include transit signal priority, enhanced bus stop amenities including wider and barrier separated sidewalks, and convenient transfers between transit lines, NEV and bicycle modes.

Anaheim Canyon Specific Plan Traffic Analysis – Anaheim, CA

Mr. Lower is completing the traffic impact assessment of the 2,600 acre Anaheim Canyon Draft Specific Plan for a major employment center. The Study Area is planned to accommodate future economic growth in Anaheim Canyon with an additional 9 million square feet of new industrial development, and future housing demand linked primarily to the 5 msf transit-oriented development (TOD) planned near Anaheim Canyon Metrolink Station on the IE-OC line. The Scope of Work includes processing MPAH amendments for complete streets.

Katella Avenue/I-5 Underpass Widening Traffic Analysis – Anaheim, CA

Mr. Lower assessed traffic impacts of construction year 2013 and build out year 2035 conditions with the widening of Katella undercrossing of the I-5 Freeway. It comprehensively addressed the "induced demand" issue to eliminate any possible environmental challenge, while maximizing the widening to accommodate the planned Anaheim Rapid Connection. The Traffic Management Plan was prepared in concert with the design engineer to define four construction stages and associated traffic detour route guidance. This document included recommended striping, signing, and TIS guidance around and through the construction zone.



Sean T. Daly, AICP, PTP

Senior Transportation Planner

Education

MA, City Planning, University of Pennsylvania, 2002

BA, Geography, University of California, Los Angeles, Minor in Public Policy, 1998

Professional Registrations

- American Institute of Certified Planners (AICP), #021297
- Professional Transportation Planner (PTP), #23

Years of Experience 15

Areas of Expertise

- Transportation Planning
- Active Transportation
- Goods Movement Planning

Professional Affiliations

- American Planning Association, Transportation Planning Division, Louisiana Chapter Professional Development Officer
- Institute of Transportation Engineers (ITE)
- American Society of Civil Engineers (ASCE)
- Transportation and Development Institute (T&DI) Louisiana Branch Executive Committee

Mr. Daly has served as Senior Transportation Planner in Transportation Systems division of Iteris since July 2006. Mr. Daly has fifteen years of public sector and professional consulting experience in the field of transportation planning. He has worked on wide range of transportation planning activities on the local, regional, state, and federal level. Mr. Daly has expertise in various aspects of transportation planning and traffic engineering including: multimodal transportation studies, intersection and corridor analysis, the 3C regional transportation process, transportation finance, state and federal transportation planning requirements, and the regional travel demand model process. He is an active member of the American Institute of Certified Planners (#021297) and a certified Professional Transportation Planner (#23).

Project Experience

South Bay Measure R Highway Program – Los Angeles County, CA

City of Long Beach 2030 Context-Sensitive Mobility Element – Long Beach, CA

Gateway Cities Sustainable Communities Strategy Initial Study – Paramount, CA

Climate Action Plan Vehicle Miles Traveled Analysis – Various Cities

Spanish Fork Community Planning Assistance Team – Spanish Fork, UT

Jordan Downs Specific Plan and EIR – Watts, CA

Commonwealth of Massachusetts Long-Range Transportation Plan – Boston, MA



Deepak Kaushik, PE

Transportation Engineer

Education

BS, Civil Engineering, University of California at Irvine, CA, 2001

Professional Registrations

Professional Engineer,
California, #72838, 2007

Years of
Experience 10

Areas of Expertise

- Transit
- Transportation Planning
- Multi-Modal Planning
- Travel Demand Modeling

Mr. Kaushik has over ten years of transportation planning and engineering experience, as a member of Iteris for more than five of those years. His range of expertise includes transportation systems analysis (motorized and non-motorized), multi-modal mobility planning, highway operations, traffic safety, and travel-demand modeling. He is proficient in Synchro, Trafik, and TransCAD. Mr. Kaushik is well versed in non-motorized transportation issues as well as design standards, HCM, MUTCD, AASHTO, and the CA Highway Design Manual.

Project Experience

City of La Quinta General Plan Circulation Element Update – La Quinta, CA
Task Manager for the update of the City of La Quinta General Plan Circulation Element. Important responsibilities included evaluation of existing and long-range conditions, identification of problem areas, and development of circulation element policies and recommendation of any changes to the material standards. The project began in April 2010 and was completed in May 2012.

Wilshire Boulevard Bus Rapid Transit (BRT) Project – Los Angeles, CA
Task Manager for Traffic Impact Analysis of a bus-only lane project along Wilshire Boulevard. Important responsibilities included conducting Synchro analysis, interacting with LADOT staff to gain concurrence on key analysis parameters, and assisting in traffic modeling efforts using the SCAG model. Additional tasks included providing recommendations on signage for BRT transition locations. The project began in October 2008 and was completed in April 2012.

OCTA Metrolink Non-Motorized Strategies Project – Orange County, CA
Task Manager for the OCTA Metrolink Non-Motorized Strategies Project at Metrolink stations throughout Orange County. The analysis involved performing site visits and gathering community feedback in order to develop station improvement recommendations that would ultimately encourage a larger use of non-motorized transportation to and from transit stations as well as improve safety and comfort for non-motorized transportation users. The project began in October 2012 and was completed in February 2013.

Park 101 District Phase II – Los Angeles, CA
Task Manager for the preliminary circulation planning and analysis for the Park 101 District. Important responsibilities included identification of problem locations and evaluation of several circulation alternatives associated with removing or reconfiguring existing on and off-ramps along the 101 freeway. Each alternative was then prioritized based on benefits and disadvantages. The project began in August 2011 and was completed in June 2012.



Jennifer A. Martin, PE

Senior Transportation Engineer

Education

BS, Civil Engineering, University of Idaho, Moscow, ID, 2003

Professional Registrations

Professional Engineer, Alaska State Board of Professional Engineers and Professional Surveyors, #11998, 2008

Years of Experience 12

Areas of Expertise

- Transportation Planning
- Travel Demand Forecasting
- Travel Model Development

Professional Affiliations

- Member, Institute of Engineers (ITE), Member since 2003
- Member, Women's Transportation Seminar (WTS), Member since 2010

Ms. Martin serves as the Senior Transportation Engineer of Transportation Systems division. Ms. Martin has over 12 years of experience working in transportation forecasting and modeling, transportation planning, traffic engineering and analysis, traffic operations and management plans, public involvement, and project management. Fluent with a variety of travel demand modeling software, and traffic engineering software. Jennifer has national experience applying and modifying travel demand models for both large and small scale projects, and has experience in evaluating outputs for NEPA/CEQA analysis. Ms. Martin is highly skilled in travel model performance measure output, as well as developing model analysis tools for project efficiency. She is dynamic and self-motivated with strong communication and organization skills.

Project Experience

Southern California Modeling

As a Senior Engineer, Ms. Martin applied experience in using, modifying, and analyzing multiple travel demand models within the Southern California region. Ms. Martin is experienced with SCAG, OCTA, RIVJAM, SBYAM, and other subregional travel models. She has used these models to support various projects, including general plan updates, long-range planning efforts, environmental project support, and development project plans.

SR 710 EIR/EIS; Los Angeles Metropolitan Transportation Authority (Metro) – Los Angeles, CA

As a transportation planner, Ms. Martin provided traffic engineering services for the alternatives analysis and Draft Environmental Impact Report phases of the SR 710 North Study. As a transportation modeler, Ms. Martin is responsible for using the SCAG 2012 travel demand model for coding and developing analysis tools. Ms. Martin is also heavily involved in public outreach as a technical expert on the travel modeling and planning aspects of the project. Project began December 2011 and completed January 2015.

I-10 and I-5 Corridor System Management Plans (CSMP's) – Los Angeles, Ontario and Beaumont, CA

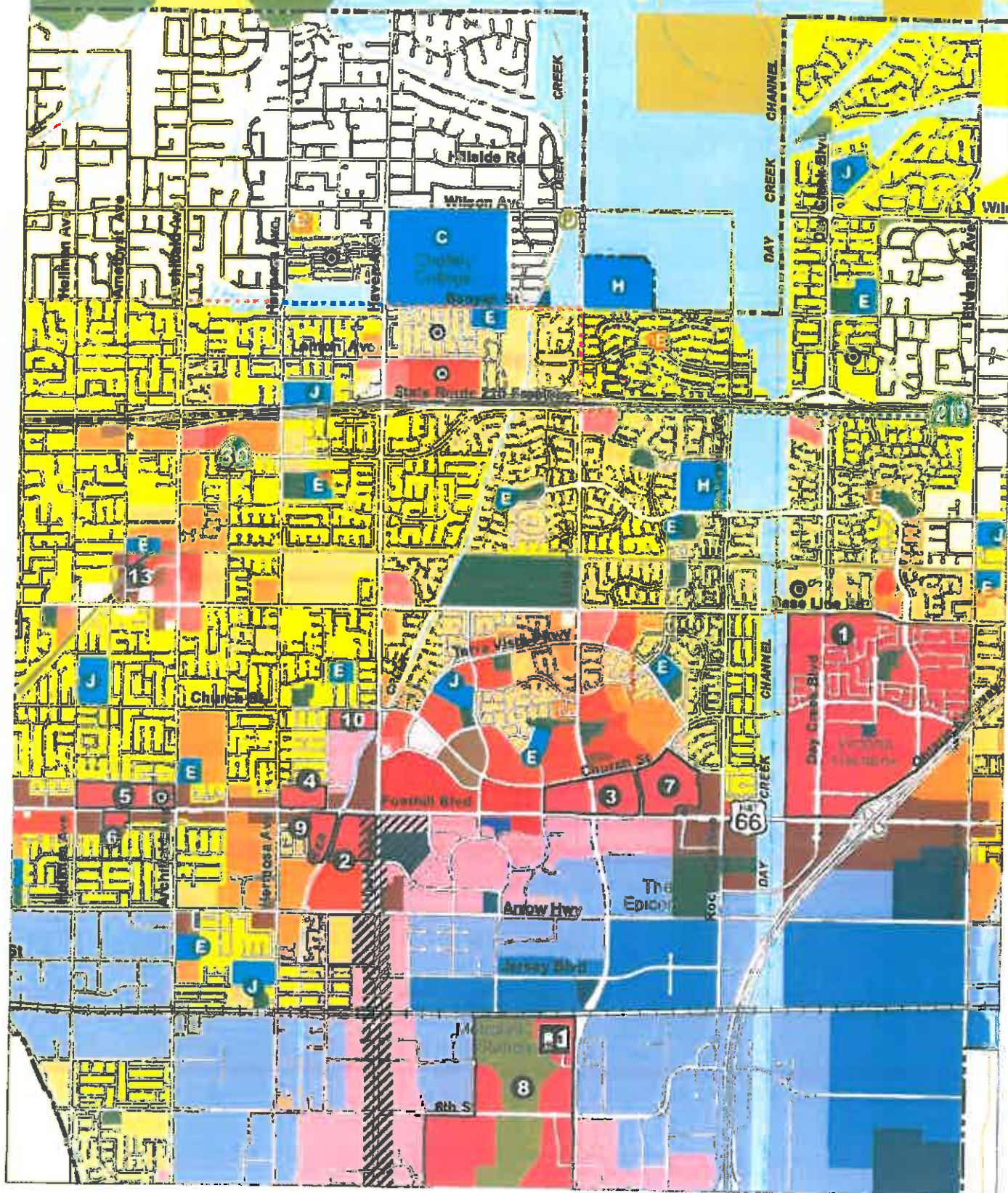
NEON, Nevada Department of Transportation (NDOT) – NV

I-5 Corridor Microsimulation Study, Caltrans District 7 – Los Angeles County, CA

SECTION FIVE
Writing Samples



Dear Sir,



Writing Samples

MIG has provided under separate cover the following writing samples:

- City of Rialto General Plan, Chapter 6, Housing Element (prepared by MIG staff while associated with Hogle-Ireland)
- City of La Palma General Plan, Chapter 2, The City Structure, Land Use, Circulation and Open Space and Conservation Elements
- City of San Juan Capistrano Planning Commission Staff Report
- Prologis Park Building 4, Air Quality and Climate Change Assessment (prepared by MIG staff while associated with Hogle-Ireland)

SECTION SIX
Availability





Staff Availability

The chart adjacent identifies the availability of MIG staff for the services requested by days of the week and hours and whether available for services at City offices or remotely.

Please note that with regard to CEQA staff, the presumption is that all services would be provided in MIG offices except for field visits and meetings, as needed, with City staff. Also, all other staff indicated as off-site would be available for meetings at City Hall as required.

MIG Staff Availability		
Planning Staff	Availability	On-Site/Off-Site
Laura Stetson	Monday-Friday, 12-5	Off-site
Rick Zimmer	Variable	Off-site
Jose Rodriguez	Monday-Friday, 8-5	Both
Genevieve Sharrow	Monday-Thursday 8-5	Off-site
Nelson Miller	Variable	Both
Diana Gonzalez	Monday-Friday, variable	Off-site
Deborah Drasler	Monday-Friday, 8-5	Both
Paola Bassignana	Monday-Friday, 8-5	Both
CEQA Staff	Availability	On-Site/Off-Site
Chris Brown	Monday-Friday, 12-5	Off
Olivia Chan	Monday-Friday, 8-5	Off
Savannah Richards	Monday-Friday, 8-5	Off
Chris Purtell	Monday-Friday, 8-5	Off
Laura Moran	Variable	Off

SECTION SEVEN
Schedule





Schedule - Housing Element

MIG proposes to adhere to the following milestones to complete the Housing Element Update, with Planning Commission and City Council adoption and HCD certification by July 2016. We also assume one round of review with HCD on the Draft Housing Element. Our experience has been that multiple rounds of review are not common for this fifth cycle of the Housing Element. This schedule as presented is contingent upon timely receipt of requested materials by City staff, as well as review of draft documents within timeframes as outlined below.

This schedule assumes that work on the Housing Element will begin directly upon contract award. However, we would recommend that required rezoning to implement the General Plan be completed prior to the Housing Element, to ensure that appropriate sites can be identified through zoning as well as General Plan land use designation. Accordingly, this schedule would be shifted forward to account for time up-front to complete required zoning map and text amendments to implement the General Plan.

Rialto Housing Element Update Schedule	
Milestones	Target Completion Date
Contract Execution/Start Date	November 24, 2015
Kick Off Meeting	1st week of December 2015
Administrative Draft Housing Element	February 2016
City Review of Admin Draft Element Complete – Comments to MIG	2 weeks following Draft submittal
Complete Public Review Draft Housing Element	March 2016
Workshop/Study Session with PC or CC	March 2016
HCD Submittal #1	April 2016
Initiate Environmental Documentation	March 2016
City Review Admin Environmental Documentation Complete – Comments to MIG	2 weeks following Admin Draft Environmental Document submittal
Respond to HCD Comments and Revise Draft Housing Element	May 2016
Circulate Environmental Documentation	May 2016
Public Hearings for Housing Element and Environmental Document	June/July 2016
Final Adopted 2014-2021 Housing Element	July 2016

SECTION EIGHT
Cost Proposal



Azusa Housing Element and
On-Call Planting Services



**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
SCHEDULE OF COSTS**

Total Base Proposal (written in figures) \$ 55,780 (Housing Element Update)

Total Base Proposal (written in words) Fifty-five thousand, seven hundred eighty US dollars
(Housing Element Update)

Amount Written in Words

Where there is a discrepancy between words and figures WORDS WILL GOVERN. Where there is a discrepancy between unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your proposal; the City will not be responsible for Proposer's miscalculations.

Maximum completion or Delivery Time 240 Days from receipt of purchase order or notice to proceed.

Subconsultant Information

Does this proposal include the use of subconsultants? ☒ Yes ☐ No Initials LRS
*For On-Call Advance Planning Services as required,
not the Housing Element Update.*

Exceptions or Clarifications: MIG kindly requests that the use of the word "sole" be removed from 6. INDEMNIFICATION section of the City's Professional Services Agreement.

Proposer: MIG, Inc.

Address: 537 South Raymond Avenue, Pasadena, CA 91105

Telephone: (626) 744-9872

Fax: (626) 744-9873

Email: lstetson@migcom.com



Proposed Budget - Housing Element

MIG, Inc. has provided our estimated cost by task and total project cost to complete the proposed Housing Element Update Scope of Work. We understand and are sensitive to the budget challenges all cities face today. While the work program and cost proposal are based on our understanding of the City's objectives, both are flexible and can be adjusted to meet your particular needs.

HOURLY RATES

Professional time is billed according to the hourly rates as presented in the Cost Proposal table below. Project costs are incurred as professional time costs associated with the performance of project tasks. The proposed hours and associated professional time costs for MIG team members are provided in the table per task.

DIRECT COSTS

Direct costs or project expenses such as photocopying, plotting and printing are charged at cost, plus 10%. The cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier and other delivery costs are charged at cost, plus 10%. The mileage charge for personal autos will be the currently applicable mileage rate established by the Internal Revenue Service. All other travel expenses such as accommodations, parking, tolls, etc. are charged at cost, plus 10%.

Task	Principal in Charge	Project Manager	Project Planner	Admin.	Direct Costs	Total Cost
	L. Stetson	G. Sharrow	D. Gonzalez			
Hourly Rate	\$195	\$130	\$110	\$95		
Task 1 - Project Coordination						
1.1 Project Kick-Off	2	6	2		\$60	\$1,450
1.1 Ongoing Coordination	3	12				\$2,145
Task 2 - Housing Element Preparation						
2.1 Intro and Population and Housing Profile	1	4	30	1		\$4,110
2.2 Housing Constraints	1	4	24	1		\$3,450
2.3 Housing Resources and Sites Analysis	4	18	52	1		\$8,935
2.4 Evaluation of 2008-2014 Housing Element	1	10	16	1		\$3,350
2.5 Housing Goals, Policies, and Quantified Objectives	1	4	16	2		\$2,665
2.6 Administrative Draft Housing Element	4	8	4	1		\$2,355
Task 3 - Community Engagement						
3.1 Study Session (1 PC)	4	8	12	1	\$60	\$3,295
Task 4 - HCD and Commenters Coordination						
4.1 HCD Submittal and Consultation (allowance)	4	20	24		\$25	\$6,045
Task 5 - CEQA Compliance						
5.1 Initial Study/Negative Declaration	8	12	60	4		\$10,100
5.2 CEQA Distribution and Filing		2		12	\$350	\$1,750
Task 6 - Final Housing Element and Hearings						
6.1 Adoption Hearings (1 PC, 1 CC)		16	8		\$120	\$3,080
6.2 Staff Reports and Resolutions	1	1	8	1		\$1,300
6.3 Final Housing Element	2	4	4	4	\$20	\$1,750
Total	34	118	258	29	\$635	\$55,780
Optional Task 1.2 - SB 18 Consultation Assistance						
		2	2			\$480

Hourly Rates - On-Call Advance Planning Services

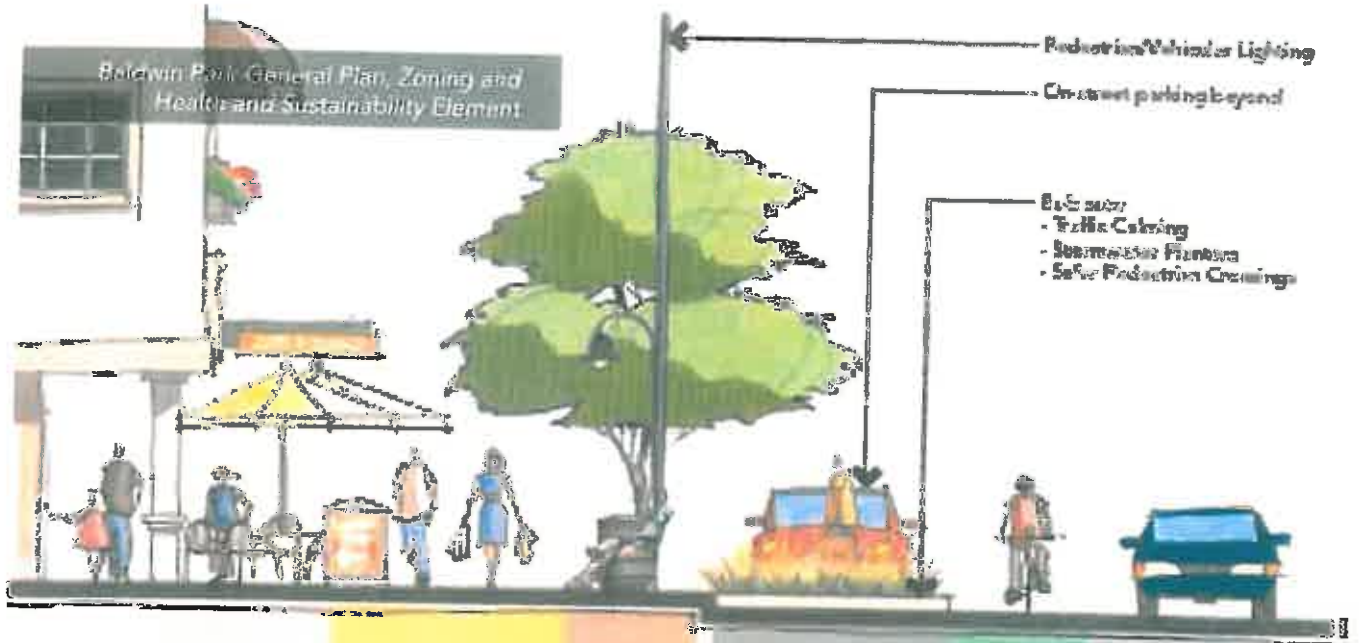
We have provided a schedule of hourly rates for the MiG Team for On-Call Advance Planning Services.

SCHEDULE OF HOURLY RATES	
Title	Hourly Rate
MIG, Inc	
Principal	
Director	\$181 - \$238
Project Manager	\$140 - \$197
Project Associate	\$130 - \$170
Environmental Analyst	\$95 - \$120
Urban Designer	\$95 - \$120
Website/Graphic Designer	\$140 - \$180
Administrative	\$125 - \$170
Iters, Inc	\$80 - \$95
Vice President	
Associate Vice President	\$180 - \$270
Senior Transportation Engineer	\$150 - \$250
Senior Transportation Planner	\$130 - \$245
Transportation Planner	\$120 - \$225
	\$105 - \$160

SECTION NINE
Similar Projects



Bellevue Park General Plan, Zoning and
Health and Sustainability Element



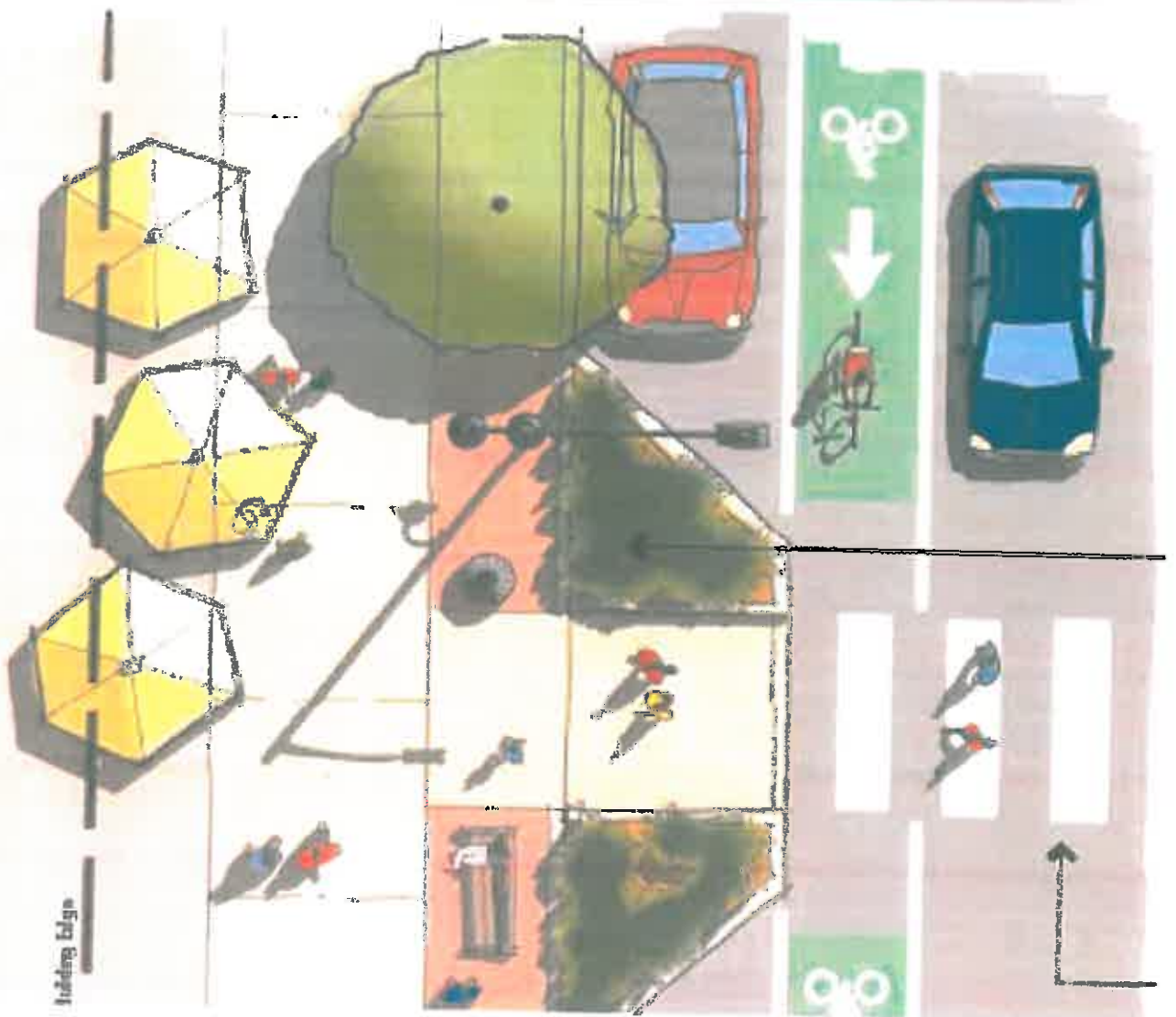
Pedestrian Zone

Furniture Zone

Parking/
Bulbouts

Bike Lane

Travel Lane



Building Edge

Building Edge

Relevant Experience

MIG's common sense approach to planning and our comprehensive knowledge of planning and housing law and practices serve our clients well in defining, articulating and implementing policy changes. It is this common sense approach, our ability to succinctly analyze and report housing issues and our ongoing, positive working relationships with HCD review staff that result in nearly all of the housing elements we have prepared being certified by HCD in one or two rounds. For this fifth cycle of Housing Element updates, every jurisdiction we have worked with has achieved compliance with only a single round of HCD review.

We have a proven record of successfully managing Housing Element updates, and recently participated in Housing Element update efforts for diverse cities throughout California, including:

- Arcadia
- Adelanto
- Alhambra
- Azusa
- Baldwin Park
- Buena Park
- Burbank
- Colton
- Commerce
- Costa Mesa
- Cupertino
- Cypress
- Fresno
- Garden Grove
- La Mesa
- La Palma
- La Puente
- Laguna Woods
- Lake Elsinore
- Loma Linda
- Monterey Park
- Murrieta
- Norco
- Palo Alto
- Perris
- Redwood City
- Rialto
- Salinas
- San Bernardino
- San Juan Capistrano
- San Marcos
- Temple City
- Torrance
- Vernon
- West Covina

SIMILAR PROJECTS

On the following pages, we have provided similar projects that highlight MIG's experience preparing housing element and general plan updates as well as advance planning services as described in the RFP.

Through all of our projects, our team exhibits dedication to quality and creativity, a flexible approach and our commitment to completing projects on time and within budget.

La Palma General Plan and EIR

LA PALMA, CALIFORNIA



The City of La Palma, a one-square-mile community of 15,000 residents in Orange County, looked to "refresh" its General Plan to address aging commercial properties, redefine a vision for lands north of State Route 91 and respond changes in State laws (including AB 32, AB 1358, AB 162 and SB 375). The update addressed several challenges, including:

- Loss of redevelopment as a financing tool for public infrastructure
- Lack of diversity in the City's revenue base
- Aging and antiquated commercial, industrial and rental properties
- Demand for more varied housing options

Working closely with City staff, stakeholders and community members, MIG updated the La Palma General Plan to create new opportunities for mixed-use development along the SR-91 freeway corridor. Based on the information gained from analysis and over 20 public workshops and small, focused "coffee chats," the General Plan outlines strategies to bolster the City's economic base over the long term and provide for housing for broad income ranges. The Plan also responds to residents' desires to bike and walk more easily throughout the community by using a complete streets approach to mobility.

Adopted in 2014, the General Plan allows the City to accommodate modest residential and commercial growth in focused areas along the SR-91 Freeway/Orangethorpe Avenue corridors and in the town's core, while preserving the City's well-established neighborhoods. The Housing Element was prepared as part of the update program. MIG's work also included assisting City staff prepare Zoning Code amendments to ensure the Housing Element could achieve certification.

Relevant Key Features

- Similar scope to Rialto that included addressing new State laws in both the General Plan and Zoning Code
- Close and successful working relationship with City staff and community stakeholders
- Follow-on support for CEQA needs

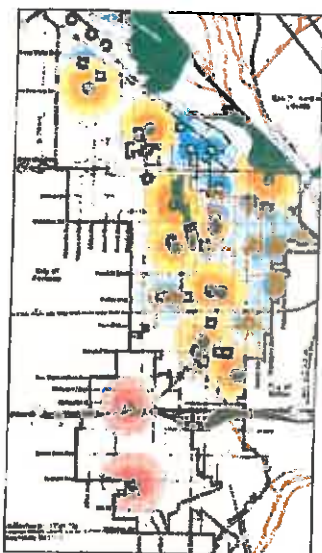
Contact Name: Douglas Durnhart, Community Development Director, City of La Palma
(714) 690-3335

Proposed Fee: \$271,857

Final Fee: \$286,812 (contract increased to fund additional outreach)

Rialto General Plan, Housing Element and EIR

RIALTO, CALIFORNIA



Rialto's vision for the future, as expressed in both English and Spanish in the General Plan's guiding principles, emphasizes a family-first community that attracts quality development, improves the physical environment, creates a diverse economy and becomes a more active community through physical activity and public participation. Staff from MIG (while with Hogle-Ireland) worked with City staff and the community to craft a comprehensive new General Plan, including the State-certified Housing Element, focused on achieving this vision.

Rialto, with a 2010 population of 99,000, includes a balanced mix of residential, commercial and industrial uses. General Plan land use policy accommodates a future population of close to 125,000 residents, with growth focused within the new planned community along Lytle Creek, Foothill Boulevard corridor and in Downtown Rialto. (Staff from MIG prepared the separate Foothill Boulevard Specific Plan and Downtown Vision Plan.)

The General Plan was crafted to address challenges the City has struggled with over the years. New goals and policies provide City staff and leaders with directives to pursue projects and programs that focus on advancing community design, preserving a small-town character, protecting residential neighborhoods, increasing park areas and protecting groundwater resources.

The General Plan is designed to be a user-friendly document with streamlined elements, an emphasis on action statements and extensive use of graphics, maps and photos.

Relevant Key Features

- Bilingual guiding principles and outreach events
- Goals and policies focus on:
 - Advancing community design
 - Preserving small-town character
 - Protecting residential neighborhoods
 - Increasing park areas
 - Protecting groundwater resources
- User-friendly, highly graphic format

Contract Manager: Mike Story, City Administrator
City of Rialto
709.620-2889

Proposed Fee: \$964,972

Final Fee: \$964,972



Azusa Housing Element and On-Call Planning Services

AZUSA, CALIFORNIA



Since 2007, staff from MIG has provided a variety of current and long-range planning services to the City of Azusa, including preparation of the Housing Element for both the 2008-2014 and 2014-2021 cycles.

Housing Elements

For the Housing Elements, MIG staff succeeded in having the City achieve certification for the past two cycles. Led by Genevieve Sharrow, the MIG team undertook all aspects of the update process, from preparing the draft elements to conducting community workshops to negotiating with State Housing and Community Development staff to shepherding the elements through the public hearing process. MIG also completed required CEQA documentation. Following adoption of the 2008-2014 element, we prepared amendments to Azusa's Development Code to address policy direction in the element, including regulations addressing density bonuses, reasonable accommodation and transitional/supportive housing.

Staffing Services

The City of Azusa has called upon MIG to provide contract staffing for several high-profile projects. Our work has involved processing development applications from receipt through the public hearing process.

Projects have included a large mixed-use development surrounding the Civic Center and most recently, processing a Specific Plan and Conditional Use Permit for the Dhammakaya International Meditation Center, which planned a phased construction of a 67,000-square-foot meditation building/center and new replacement dormitories.

Relevant Key Features

- Updating a Housing Element for the 2014-2021 period, inclusive of all new laws
- On-call staffing for General Plan amendments, zoning code amendments, current planning and CEQA services

Contact Name: Kurt Christensen, Community Development Director, City of Azusa
(626) 812-5226

Proposed Fee for 2014-2021 Housing Element: \$45,064

Final Fee for 2014-2021 Housing Element: \$44,064

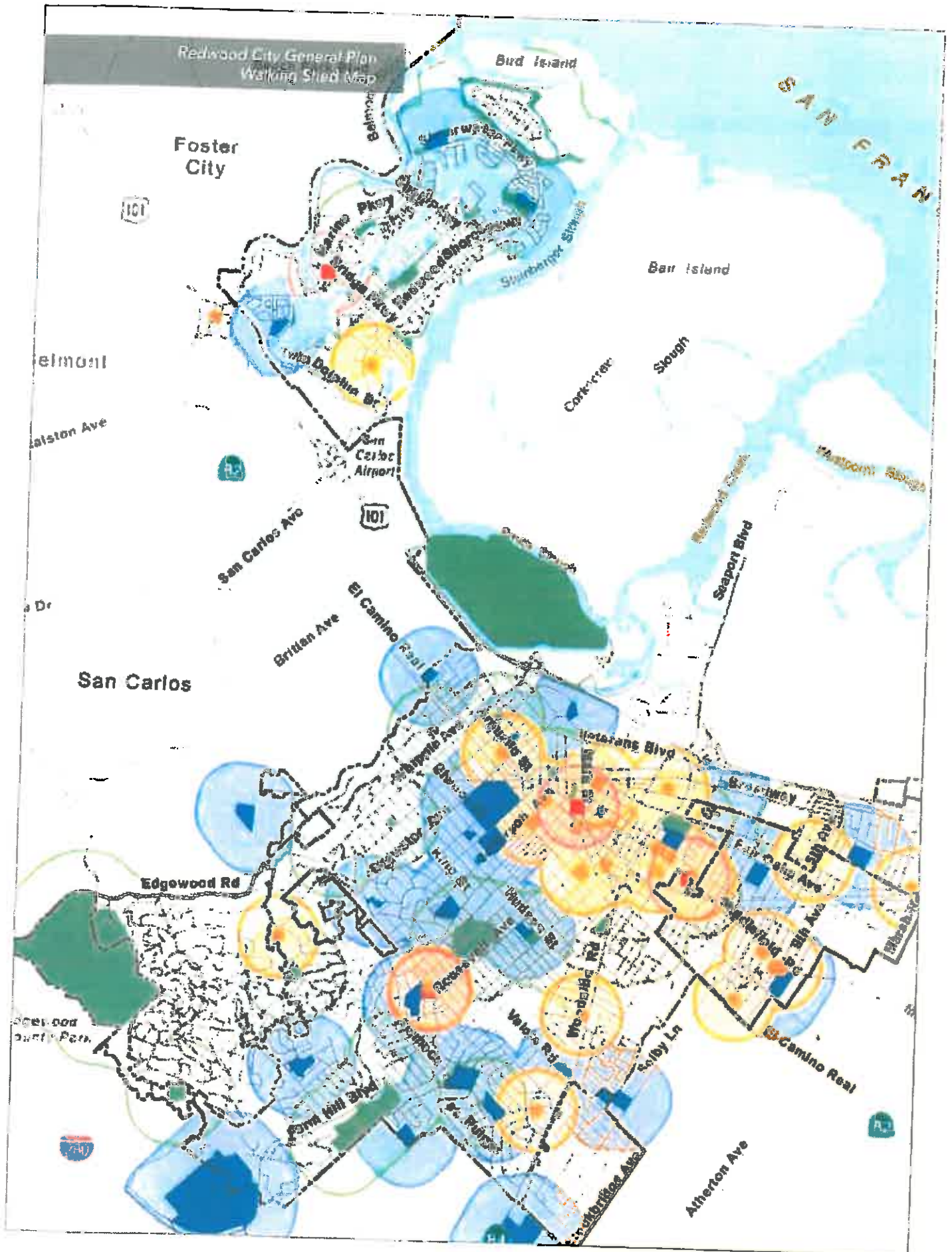
Proposed Fee for On-Call Planning Services: \$135,000

Final Fee for On-Call Planning Services: \$135,000

SECTION TEN
References



Redwood City General Plan
Walking Shaded Map



**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
STATEMENT OF REFERENCES**

List and fully describe contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Baldwin Park
Contact Individual: Amy Harbin, AICP Phone No: (626) 960-4011, ext. 475
Address: 14403 E. Pacific Avenue, Baldwin Park, CA 91706
Contract Amount: \$267,000 Year: 2015
Description of work done: Baldwin Park Health and Sustainability Element

Reference No. 2

Customer Name: City of Redwood City
Contact Individual: Jill Ekas, Former Planning Manager Phone No: (650) 207-2825
Address: 1017 Middlefield Road, Redwood City, CA 94063
Contract Amount: \$1,000,000 Year: 2012 - Ongoing
Description of work done: Redwood City General Plan, Housing Element and Inner Harbor Specific Plan and EIR

Reference No. 3

Customer Name: City of Azusa
Contact Individual: Kurt Christiansen Phone No: (626) 812-5236
Address: 213 East Foothill Boulevard, Azusa, CA 91702
Contract Amount: \$135,000 Year: 2015
Description of work done: Azusa On-Call Planning Services

Reference No. 4

Customer Name: City of El Monte
Contact Individual: Jason Mikaelian Phone No: (626) 258-8626
Address: 11333 Valley Boulevard, El Monte, CA 91731
Contract Amount: \$315,000 Year: 2015
Description of work done: Flair Spectrum Specific Plan, General Plan Amendment and CEQA

Please list all City of Rialto projects completed with in the last five (5) years.

Project Name: See list on following page
Contact Individual: _____ Phone No: _____
Project Location: _____
Contract Amount: _____ Year: _____
Description of work done: _____



City of Rialto Projects

Project Name: Rialto General Plan, Housing Element and EIR

Contact Name: Mike Story, City of Rialto

Phone Number: (909) 820-2689

Project Location: City of Rialto

Contract Amount: \$964,972

Year: 2010

Description of Work Done: Updates of General Plan and Housing Element and CEQA Assessment (EIR)

Project Name: Pepper Avenue Peer Review

Contact Name: Gina Gibson, City of Rialto

Phone Number: (909) 421-7240

Project Location: Pepper Avenue Gap Closure

Contract Amount: \$4,000

Year: 2013

Description of Work Done: CEQA Assessment, Peer Review

Project Name: Renaissance Specific Plan Peer Review

Contact Name: Liz Maine, City of Rialto

Phone Number: (909) 820-2539

Project Location: Renaissance Specific Plan Area

Contract Amount: \$15,000

Year: 2015

Description of Work Done: CEQA Assessment, Peer Review

Project Name: Prologis Park, Buildings 4, 5 and 7
Various Entitlements

Contact Name: James Jachetta, ProLogis LP

Phone Number: (562) 345-9226

Project Location: Prologis Park Rialto I-210

Contract Amount: \$62,250 (Building 7 Entitlements)

Year: 2012-2015

Description of Work Done: Entitlements Processing and CEQA Services; Air Quality and Climate Change, Health Risk and Noise Assessments

SECTION ELEVEN
Supplemental Information



Active Streets Planning Initiative



Small Business Concerns Information

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

- (1) Name: MIG, Inc.
- (2) Address: 537 South Raymond Avenue, Pasadena, CA 91105
- (3) Phone No.: (626) 744-9872 Fax No.: (626) 744-9873
- (4) E-Mail: lstetson@migcom.com
- (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: #000960
- (7) Tax Identification Number: 94-3116998
- (8) Contractors License: State: License No. : N/A Classification(s)
- (9) Names and Titles of all members of the firm:
Proposed MIG Staff
Laura Stetson, Principal
Jose Rodriguez, Project Manager
Genevieve Sharrow, Project Manager
Diana Gonzalez, Project Associate
Paola Bassignana, Project Associate
Christopher Brown, Director of Environmental Services
Laura Moran, Director of Ecosystem Restoration Services
Olivia Chan, Project Associate
Savannah Richards, Project Associate
Chris Purtell, Senior Archaeologist
Rick Zimmer, Director of Planning Services
Nelson Miller, Project Manager
Deborah Drasler, Project Manager
- (10) Number of years as a contractor in construction work of the type: N/A
- (11) Three (3) projects of this type recently completed:
Type of project: City of La Palma General Plan and EIR
Contract Amount: \$286,812 Date Completed: 2014
Owner: Douglas Dumhart, City of La Palma Phone: (714) 690-3335
Type of project: City of Rialto General Plan, Housing Element and EIR
Contract Amount: \$964,972 Date Completed: 2010
Owner: Mike Story, City of Rialto Phone: (909) 820-2689
Type of project: City of Azusa On-Call Planning Services
Contract Amount: \$135,000 Date Completed: 2015
Owner: Kurt Christiansen, City of Azusa Phone: (626) 812-5236
- (12) Person who inspected the site of the proposed work for your firm:
Name: N/A Date of Inspection:

**CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
PERFORMANCE BOND CERTIFICATION**

Offeror must provide written evidence from an authorized bonding company of their ability to provide an acceptable performance (surety) bond.

NOW, THEREFORE, if the aforesaid principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the proposal, and files the bonds with the City of Rialto, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

NOT APPLICABLE - SEE BELOW*

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2015.

_____	(SEAL)
_____	(SEAL)
PRINCIPAL	(SEAL)
_____	(SEAL)
_____	(SEAL)
_____	(SEAL)
SURETY	(SEAL)
ADDRESS	(SEAL)

NOTE: Signatures of those executing for the surety must be properly acknowledged. Attach Power of Attorney.

* This RFP's proposed scope of work involves professional services (no design or construction) and thus does not require bonding. MIG is a professional services firm and maintains professional liability insurance. Please see following page for proof of insurance and insurance coverages.

Client#: 2042

MOOREIACO

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/09/2015

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12875 Oakland, CA 94604-2875 510 465-3090		CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: jlusk@dealeyrenton.com															
INSURED Moore Iacofano Goltsman, Inc. 800 Hearst Ave. Berkeley, CA 94710		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. of Conn</td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Travelers Indemnity Co. of Conn	25682	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Sentinel Insurance Co. LTD	11000	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	0802G239267	08/31/2015	08/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA2G258325	08/31/2015	08/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	X	X	CUP2G258454	08/31/2015	08/31/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	57WEDD8525	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			G21656434012	07/01/2015	07/01/2016	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability policy excludes claims arising out of the performance of professional services.

FOR PROPOSAL PURPOSES ONLY

CERTIFICATE HOLDER

CANCELLATION

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the Proposer shall state whether such Proposer, any officer or employee of such Proposer who has a proprietary interest in such Proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State or Local Government Project because of a violation of law or a safety regulation; and if so, explain the circumstances.


If the Proposer has had a contract terminated for default, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either not litigated; or litigated and such litigation determined the Proposer to be in default. Submit full details of all termination(s) for default experienced by the Proposer including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the fact discovered indicates the completion of a contract resulting from the RFP may be jeopardized by selection of the Proposer.

If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?
Yes ☐ No ☒
2. If yes, explain the circumstances. Attach additional pages if necessary.

Executed on _____ at _____, California.

I declare, under penalty of perjury, that the foregoing is true and correct.



Signature of Authorized Representative

Laura R. Stetson

Printed Name

Principal

Title

MIG, Inc.

Company Name

November 12, 2015

Date Signed

CITY OF RIALTO
REQUEST FOR PROPOSAL #16-035
CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City of Rialto, the firm listed certified that it does not discriminate in its employment with regard age, handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment. Every bidder in violation of this section is subject to all penalties imposed for violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.

We agree specifically:

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



Signature of Authorized Representative

Laura R. Stetson

Printed Name

Principal

Title

MIG, Inc.

Company Name

537 South Raymond Avenue

Address

Pasadena, CA 91105

City, State, Zip Code

November 12, 2015

Date Signed

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

EXHIBIT "D"
STAFF AVAILABILITY

END OF EXHIBIT "D"

Staff Availability

The chart adjacent identifies the availability of MIG staff for the services requested by days of the week and hours and whether available for services at City offices or remotely.

Please note that with regard to CEQA staff, the presumption is that all services would be provided in MIG offices except for field visits and meetings, as needed, with City staff. Also, all other staff indicated as off-site would be available for meetings at City Hall as required.

MIG Staff Availability		
Planning Staff	Availability	On-Site/Off-Site
Laura Stetson	Monday-Friday, 12-5	On-site
Kids Zimmer	Variable	Off-site
Jose Rodriguez	Monday-Friday, 8-5	Both
Genevieve Shaw	Monday-Thursday 8-5	Off-site
Nelson Miller	Variable	Both
Diana Gonzalez	Monday-Friday, variable	Off-site
Dorothy Dresler	Monday-Friday, 8-5	Both
Paula Borelghaus	Monday-Friday, 8-5	Both
CEQA Staff	Variable	On-Site/Off-Site
Chris Brown	Monday-Friday, 12-5	Off
Olivia Chen	Monday-Friday, 8-5	Off
Savannah Richards	Monday-Friday, 8-5	Off
Clara Portelli	Monday-Friday, 8-5	Off
Lauren Moran	Variable	Off

EXHIBIT "E"
HOURLY RATES

END OF EXHIBIT "E"

Hourly Rates - On-Call Advance Planning Services

We have provided a schedule of hourly rates for the MIG Team for On-Call Advance Planning Services.

Title		Hourly Rate
MIG, Inc.		
Principal		\$181 - \$238
Director		\$140 - \$197
Project Manager		\$130 - \$170
Project Associate		\$95 - \$120
Environmental Analyst		\$95 - \$120
Urban Designer		\$140 - \$180
Website/Graphic Designer		\$125 - \$170
Administrative		\$80 - \$95
Hens, Inc.		
Vice President		\$180 - \$270
Associate Vice President		\$150 - \$250
Senior Transportation Engineer		\$130 - \$245
Senior Transportation Planner		\$120 - \$225
Transportation Planner		\$105 - \$160