

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Charles Abbot Associates, Inc.**, a corporation, with its principal place of business at 27201 Puerta Real, Mission Viejo, CA 92691, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional National Pollutant Discharge Elimination System contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional National Pollutant Discharge Elimination System contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the National Pollutant Discharge Elimination System as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. **VENDOR INFORMATION:**

Vendor's Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Business Phone: _____ Fax No. _____

Other Contact Number: _____

Business License Number: _____

Federal Tax I.D. Number: _____

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from _____ to _____ unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should

one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Rae Beimer, Project Manager/CSWPM; Samuel Wilson, CSWPM; Mike Smith, CSWPM; Nyles O'Harra, CBCCI; and Nohemi Hernandez, CAA.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Rae Beimer**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and

approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor

who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.
- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to

City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
 - The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-

VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.

2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
 4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

[Vendor]
Address

Charles Abbot Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Attn: Rusty Reed, PE, President

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Public Works/Land Development

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation, or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by the Vendor for work performed under this Agreement:
 - 1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.

2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
3. Davis-Bacon Act. Vendor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
4. Contract Work Hours and Safety Standards Act. Vendor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.
5. Patent Rights. The City retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The City and Vendor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The City retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.
7. Access to Records. Vendor shall provide access to the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.
8. Record Retention. Vendor shall retain all required records for three years after City makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
9. Environmental Compliance. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations at 40 CFR part 15. This requirement applies to all contracts

exceeding \$150,000, including subcontracts issued pursuant to such contracts.

10. Energy Conservation. Vendor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Charles Abbot Associates, Inc.

BY: _____

City Manager

Date

BY: _____

TITLE: _____

(President or Vice President)

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

DRAFT

I. General

Under the general direction of the Principal Engineer or Engineering Division Manager, the successful firm shall provide Storm Water Program Manager Services; and perform Business and Construction Compliance Inspector Services related to City's Storm Water Ordinance, the MS4 Permit, and other State Mandated requirements.

Consultant shall dedicate and provide name and qualifications of one or more dedicated employees to serve as City's Consultant Storm Water Program Manager (CSWPM), provide name and qualifications of one or more employees to serve as City's Consultant Business and Construction Compliance Inspector (CBCCI) and provide name and qualifications of one or more employees to serve as City's Consultant Administrative Assistant (CAA). City anticipates a commitment of approximately 30 hours/week for the CSWPM and a combined 20 hours/week for the CBCCI and CAA positions, although time may be more or less, depending on the City's needs.

Specific tasks and responsibilities may be adjusted in accordance with the most recent MS4 NPDES Permit to ensure compliance. Tasks and duties include, but are not limited to, the following:

II. Specific

Storm Water Program Manager Services

Task No. 1 — Provide Storm Water Program Manager Services

1. CSWPM plans, organizes, controls, manages and evaluates the work of the program; participates in establishing work plans and initiatives to meet program goals and objectives; implements plans, work programs, processes, procedures and policies required to achieve targeted performance results; coordinates and integrates program activities and responsibilities to achieve optimal efficiency and effectiveness; develops and tracks annual program budgets.
2. CSWPM manages City's storm water management program; prepares and manages various Water Quality Basin Maintenance contracts for new developments; develops, recommends, and manages the annual program budget for City's Special District Funding; develops and implements or recommends associated program policies and operating and administrative procedures; identifies and recommends solutions to program needs and requirements; analyzes alternative methods or processes to meet program and service goals, including conducting cost benefit and resource requirement analyses.
3. CSWPM manages the National Flood Insurance and Community Rating System programs; analyzes proposed new NPDES permit requirements, legislation and rules and prepares position papers for presentation to management and officials; assists in preparation of staff reports and oral presentations for City Council, Planning Commission, and other bodies; investigates and applies for program funding from sources other than the general fund.
4. CSWPM evaluates the effectiveness of program activities and makes or recommends program modifications; prepares narrative and statistical program performance reports and recommendations; prepares and submits the annual NPDES report and annual recertification reports for the National Flood Insurance and Community Rating System programs.

5. CSWPM coordinates and integrates program requirements and activities with other City departments and divisions; ensures City-owned facilities and public works capital construction projects implement best management practices to achieve storm water quality; and provides storm water quality training to City staff.
6. CSWPM reviews and recommends for approval various engineering studies, designs and infrastructure plans related to water quality control and treatment.
7. CSWPM serves as an expert storm water quality resource; interprets laws, regulations, and program policies; represents City on committees, work groups, and boards pertaining to water quality.
8. CSWPM performs legislative and policy analyses of complex issues with potentially significant impact on assigned program operations and/or funding; formulates approaches and courses of action to address issues identified.
9. CSWPM oversees and coordinates Task Nos. 3 – 4.
10. CSWPM prepares a priority list, confirms said list with the Principal Engineer or Engineering Division Manager/Assistant City Engineer, and schedules initial and follow-up inspections, utilizing the City Business Compliance Inspection Form.
11. City staff assigns project specific Preliminary Water Quality Management Plan (P-WQMP) and project specific Water Quality Management Plan (WQMP) reviews to several third-party consultants, generally on a rotating basis. CSWPM shall oversee the project specific Preliminary Water Quality Management Plan (P-WQMP) and project specific Water Quality Management Plan (WQMP) third-party consultant reviews as follows:
 - Provide oversight of third-party consultants through general and conceptual review of the P-WQMP and WQMP that are assigned to the third-party consultants.
 - Assist City staff with meetings, as necessary, with P-WQMP and WQMP consultants and developers (including their design teams).
 - Review and approve WQMP-related consultant invoices.
12. As needed, CSWPM provides full review of project specific Preliminary Water Quality Management Plan (P-WQMP) and project specific Water Quality Management Plan (WQMP).

Task No. 2 — Attend NPDES Related Meetings and Perform Other Administrative Functions

1. CSWPM may attend NPDES related meetings such as, but not limited to: NPDES TAC, Drainage Area Management Plan update meetings, Report of Waste Discharge meetings, and the Lake Elsinore/Canyon Lake Total Maximum Daily Loads Task Force. CSWPM shall represent City in a professional manner, taking notes, and reporting the outcome of the meetings to the Principal Engineer or Engineering Division Manager. All meeting requests from City shall be made a minimum of 2 (two) weeks in advance notice of said meeting to allow CSWPM sufficient time to adjust his/her work schedule accordingly.
2. CSWPM shall coordinate with City's GIS group in updating City's database for private and public Water Quality Treatment Control facilities.

3. CSWPM participates in development and maintenance of catch basin, commercial, and industrial inspection databases; compiles data and drafts a variety of periodic, special and annual program reports; prepares correspondence and other written materials.
4. CSWPM shall coordinate with City's GIS staff in updating the APN database from the County of Riverside for County Service Area (CSA 152).
5. CSWPM shall assist in reviewing and commenting on the Report of Waste Discharge for renewal of the current NPDES Permit, prepare any implementation plans associated with the Permit, and review or update other City NPDES-related documents. CSWPM shall assist with any State audits of City's NPDES program.
6. CSWPM participates in conducting analyses and developing recommendations for residential, commercial, and industrial developer rate schedules applicable to water discharge.
7. CSWPM participates in ensuring compliance with City's MS4 NPDES permit; coordinates, oversees, and reviews the work of consultants developing and updating the urban run-off management plan; coordinates and participates in training City departments on compliance requirements and BMPs for catch basin inspection and cleanup and other types of waste clean-up procedures; and conducts annual audits of City program implementation and regulatory compliance.
8. CSWPM shall perform other related duties as required.

Construction Compliance Inspector Services

Task No. 3 — Conduct Business Facility Compliance Inspections

1. CBCCI shall prioritize, schedule, and perform initial and follow-up inspections, utilizing City Business Compliance Inspection Form
2. CBCCI shall submit completed Business Compliance Inspection form(s) to City on a weekly basis. CBCCI shall also submit the results of the inspections in an Excel Spreadsheet format as determined by City (for third party collection purposes). CBCCI shall update and maintain City Industrial/Commercial Business Inspection database. CBCCI shall distribute NPDES educational material for facilities subject to City compliance inspections.
3. For Industrial facilities, CBCCI shall check for submittal of a Notice of Intent (NOI) to comply with the General Industrial Activities Storm Water Permit or other permit issued by the State or Regional Water Quality Control Board, and shall verify implementation and maintenance of appropriate Best Management Practices.
4. CBCCI shall confirm facility compliance with City's Storm Water Ordinance.
5. CBCCI shall check for non-storm water discharges and illegal/illicit connections to the MS4.
6. CBCCI shall be able to identify violations from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance, waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas.
7. CBCCI shall issue Correction Notices and/or Notices of Violation as needed.

8. CBCCI shall meet with the Principal Engineer or Engineering Division Manager regarding status of inspections upon request.
9. CBCCI shall be available to meet with City and business owner during normal working hours on an as-needed basis.
10. CBCCI receives and investigates customer complaints, conducting inspections where necessary; works with businesses, contractors and other applicable parties to resolve problems and issues; prepares reports of findings and actions taken.
11. CBCCI shall interact professionally with business owners, property owners, the public at large, coordinate with other City personnel, promote quality customer service, and respond promptly and courteously to inspection requests.
12. CBCCI shall follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.
13. CBCCI shall establish effective communications with the business owner or business representative.
14. CBCCI is required to have his/her own digital camera, vehicle, and a mobile phone for immediate contact by City, show proof of valid California driver's license, and insurance. Consultant shall download and print any digital camera captured images as necessary to support any non-compliance items identified in the compliance/survey inspection and attach said images to the compliance inspection form and transmit to City.
15. CBCCI shall perform other related duties as required.

Task No. 4 — Conduct Construction Site Inspections

1. CBCCI shall prioritize, schedule, and perform initial and follow-up inspections, utilizing City Construction Site Inspection Form.
2. CBCCI shall submit completed Construction Site Inspection form(s) to City on a weekly basis. CBCCI shall also submit the results of the inspections in an Excel Spreadsheet format as determined by City (for third party collection purposes). CBCCI shall update and maintain City Construction Site Inspection database. CBCCI shall distribute NPDES educational material for sites subject to City inspections.
3. CBCCI shall confirm site compliance with City's Storm Water Ordinance.
4. CBCCI shall check for non-storm water discharges and illegal/illicit connections to the MS4.
5. CBCCI shall issue Correction Notices and/or Notices of Violation as needed.
6. CBCCI shall meet with the Principal Engineer or Engineering Division Manager regarding status of inspections as requested.
7. CBCCI shall follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

8. CBCCI shall establish effective communications with the job superintendent/owner or business representative.

9. CBCCI is required to have his/her own digital camera, company vehicle, laptop with necessary software, a mobile phone (with carrier) for immediate contact by City, field equipment, etc., and show proof of valid California driver's license, and insurance. Consultant shall download and print any digital camera captured images as necessary to support any non-compliance items identified in the compliance/survey inspection and attach said images to the compliance inspection form and transmit to City.

10. CBCCI shall perform other related duties as required.

Task No. 5 — Administrative Assistant Support

1. Assist CSWPM, CBCCI, and City staff with any NPDES or Land Development Division related tasks.
2. Coordinate necessary work between several entities.
3. Maintain files, records, and documentation.

Other Information

City reserves the right to eliminate or add tasks identified in the Section A of the Scope of Services with a corresponding reduction or increase in the fee. City will provide the following:

1. City implements a 9/80 and 4/10 work schedule. Normal working hours are from 7:00 AM to 6:00 PM, Monday through Friday.
2. The standardized three (3) part City Business and Construction Site Inspection forms.
3. An electronic copy of the Excel Spreadsheet for third party invoice collections.
4. In-office workspace, desktop computer, telephone, necessary office supplies, and copy machine may be available for use.

End of Scope of Services

EXHIBIT B

CITY RESPONSIBILITIES

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation shall not exceed \$1,954,553.91.
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices shall be submitted to the Land Development Division at LDAdmin@moval.org or calls may be directed to (951) 413-3120.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City Authorized Purchase Order Number
 - e. City-provided Reference Number (e.g. Project, Activity)
 - f. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing

information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
9. Liquidated Damages for Non-Performance. The Vendor shall complete all work within the required timeframes, schedules, and performance intervals as set forth in this Agreement, the Scope of Work, or as directed by the City. If the Vendor fails to meet these performance obligations, the City may assess liquidated damages in the amount of **1% of the total contract price per working day for each working day the deficiencies remain uncorrected.**

The Vendor acknowledges that actual damages resulting from such delays would be difficult to ascertain and agrees that this amount represents a reasonable pre-estimate of the City's costs and impacts due to non-performance. Such liquidated damages shall be deducted from progress payments. If the remaining unpaid contract price is insufficient to cover the full amount, the Vendor shall be responsible to pay the difference.

The City retains the right to issue a Change Order reducing the contract price, require acceleration of performance at the Vendor's expense, or pursue any other legal remedy, including collection from the Vendor, its insurance, or surety. The City shall provide written notice to the Vendor before assessing liquidated damages. Liquidated damages shall not be assessed for delays caused by the City or circumstances beyond the Vendor's reasonable control.

Neither the City's failure nor delay in deducting liquidated damages from payments due to the Vendor, nor City's failure or delay in notifying Vendor of the accrued liquidated damages, shall be deemed a waiver of City's right to enforce this section. The imposition of liquidated damages shall not limit City's ability to seek additional remedies for Vendor default, including termination of this Agreement if non-performance persists.

10. Vendor Compensation and Rate Adjustment. Vendor's compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Vendor

makes its performance contingent upon a rate increase, the Vendor commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.

DRAFT

EXHIBIT D

VENDOR PROPOSAL

DRAFT



Charles Abbott Associates, Inc.

PROPOSAL FOR RFP NO: 2025-014

Professional Services for NPDES Consultant Services

City of Moreno Valley

14177 Frederick Street
Moreno Valley, CA 92552

Due Date: April 30, 2025 by 2:00pm

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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Executive Summary



Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal to provide Professional Services for National Pollutant Discharge Elimination System (NPDES) Consultant Services to the City of Moreno Valley (City). Having successfully provided the City with environmental services since 2014, we offer a unique knowledge, experience and understanding of the City's stormwater program.

CAA will assign qualified professionals to serve as the City's Consultant Storm Water Program Manager (CSWPM), Consultant Business and Construction Compliance Inspector (CBCCI), and Consultant Administrative Assistant (CAA). Our team will dedicate approximately 60 hours per week collectively, adapting to the City's needs, to ensure effective program management, regulatory compliance, and interdepartmental coordination. CAA's CSWPM will lead the City's storm water quality initiatives, manage third-party reviews, oversee regulatory reporting, and represent the City in regional water quality meetings. Our CBCCI will conduct and document comprehensive inspections of business and construction sites, enforce compliance measures, and maintain inspection records and databases. The Administrative Assistant will provide integral support to both roles and City staff, helping to maintain documentation, coordinate workstreams, and facilitate smooth program operations. CAA is committed to delivering responsive, knowledgeable, and high-quality service in alignment with the City's environmental and regulatory goals.

Company's Information

A. Charles Abbott Associates, Inc.
27201 Puerta Real, #200
Mission Viejo, CA 92691
Tel: (866) 530-4980
raebeimer@caa.inc
www.caa.inc

B. Prior Company Names: N/A

C. Organizational Structure:
D. Principal Owners:
E. Authorized Representative:
F. Company History:

Corporation
Rusty R. Reed, Susan Abbott
Rusty R. Reed
CAA was incorporated in 1984 in the State of California and has since been providing a growing number of cities with outstanding Environmental, Engineering, and Building Services.

G. Number of Employees: 220, the key personnel assigned to the City will be: Rae Beimer, Project Manager/CSWPM; Samuel Wilson, CSWPM; Mike Smith, CSWPM; Nyles O'Harra, CBCCI; and Nohemi Hernandez, CAA.

Exceptions

CAA acknowledges and agrees to the terms, scope and conditions outlined in the City's RFP, with the following minor modifications to the Sample Template of Agreement for Professional Services:

J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's negligent acts, errors or omissions in the performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

K. Additional Indemnity Obligations. Vendor shall defend, work costs at City's expense and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or to limits, except after 30 calendar day written notice by registered mail, and no coverage has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Professional Team Assignments



Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA has not only provided these services to the City for over a decade, but we have been providing services similar to those the City is requesting since our inception in 1984 and have since successfully established long-term working relationships with a number of cities in Southern California for environmental services. We have provided and continue to provide environmental program management services to cities in the counties of Orange, Los Angeles, San Bernardino, Riverside and Ventura, including the Cities of San Dimas, Alhambra, Aliso Viejo, Tustin, Yucaipa, Calimesa, Redondo Beach, Mission Viejo, Los Alamitos, and Cypress. Our services in these cities include but are not limited to: Municipal NPDES Permit Compliance Program Management; City representation at NPDES Permittee meetings; Commercial, Industrial, Post-Construction BMP, and Construction site inspections; NPDES Development Planning and Design reviews; TMDL compliance; Training; and Educational Outreach.

Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry. CAA has extensive experience working with the Santa Ana Regional Water Quality Control Board issued Permit Order No. R8-2010-0033 and is very aware of the requirements contained within.

A. Key Personnel

Our staff possesses the experience and certifications necessary to ensure every aspect of the City's program management, industrial/commercial inspections, construction site inspections, and plan reviews is conducted by highly trained professionals with a proven record of compliance enforcement and regulatory understanding.

CAA understands that key roles outlined below may only be changed with prior written permission of the City.

- Key personnel will be available to the extent proposed for the duration of the project, and no person designated "key" to the project will be removed or replaced without the prior written consent of the City.
- Should we wish to make any permanent staffing changes, we will discuss these changes with the City at least 30 days in advance; and
- If the City requests staffing changes, we will make them in a timely manner.

Below is a chart outlining the key staff assigned to the City. If workload demands increase, we will adjust the time allocated as necessary. Key personnel will not be replaced or removed without prior written notice to the City. We are proposing experienced staff that meets the City's required qualifications and possess all certifications and registrations as required by state agencies. The Project Manager assigned to the City is Ms. Rae Beimer, who is responsible for supervising the environmental services for our firm in Southern California and will provide project oversight of the City's program. Ms. Beimer will ensure that our policies, procedures, and manpower will provide the level of service the City desires and will maintain continuous communication with the City to ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between CAA and City staff.

Key Staff	Service Provided
Rusty Reed, PE	President
Rae Beimer	Project Manager/ Consultant Storm Water Program Manager (CSWPM)
Mike Smith	Consultant Storm Water Program Manager (CSWPM)
Samuel Wilson	Consultant Storm Water Program Manager (CSWPM)
Nyles O'Harra	Consultant Business and Construction Compliance Inspector (CBCCI)
Nohemi Hernandez	Consultant Administrative Assistant (CAA)
Jordan Koga	Environmental Plan Reviewer

B. Team Details

CAA employs only highly qualified professionals with extensive experience. Many members of the company have years of prior public and private sector experience that adds value to our municipal client's service and environmental endeavors. Our proposed team is comprised of highly qualified and customer-service oriented environmental experts able to handle any aspects of the City's stormwater program, as-needed. Our staffing levels will ensure these activities are conducted in an efficient and courteous manner that is responsive to the City and the public's needs alike. CAA will not utilize any subconsultant to fulfill the scope of services outlined in this proposal.

We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. Our team members will also learn and keep up to date on City policies and procedures throughout the duration of our contract. In line with our corporate culture, any staff we assign to the City is expected to quickly become a productive part of the City's team.

With a strong reputation for quality, responsiveness, and regulatory expertise, our team is uniquely qualified to deliver the full range of NPDES compliance services. We bring not only technical knowledge but also a deep commitment to helping the City achieve its stormwater quality goals through cost-effective, compliant, and community-focused solutions. In addition, our corporate headquarter has been located in Mission Viejo, CA for many years, and the presence of our local employees gives us the ability to provide additional staff without delay if workload increases or emergencies arise.

C. Team Resumes

Resumes of the key personnel assigned to the City are provided below.

RAE BEIMER	
Title:	Project Manager
Years of Experience:	17+
Education:	B.S., Environmental Science and Policy, <i>California State University Long Beach</i>
Certifications:	Certified Erosion, Sediment, & Storm Water Inspector (CESSWI) Qualified SWPPP Practitioner (QSP)
<p>Professional Summary: Ms. Beimer will provide project oversight in addition to some program management components. Ms. Beimer has a solid educational and working background in environmental programs management and is experienced with all aspects of the Riverside County, Santa Ana Region Water Quality Control Board MS4 Permit. She currently provides storm water (NPDES) program support to municipal clients in Orange, Ventura, Los Angeles, Riverside and San Bernardino Counties. She has extensive program management experience in Total Maximum Daily Load (TMDL) development and compliance, water quality monitoring, municipal staff training, regulatory reporting and analysis, due diligence and environmental assessments, WQMP reviews and inspections, compliance database development and management, grant research and submittal, GIS compliance applications and inspection program implementation. Ms. Beimer directs CAA's environmental division but also personally manages several municipal stormwater programs in collaboration with other program managers in her department.</p>	
<p>Project Experience:</p> <ul style="list-style-type: none"> ✓ City of Moreno Valley, NPDES Permit Program Management Services: Ms. Beimer administers and implements the City's Stormwater program for compliance with all aspects of the Santa Ana Region Municipal Stormwater Permit, including WQMP plan review and inspection services. ✓ City of Aliso Viejo, NPDES Permit Program Management Services: Ms. Beimer administers and implements the City's Stormwater program for compliance with all aspects of the San Diego Region Municipal Stormwater Permit, including WQMP plan review and inspection services. ✓ City of San Dimas, NPDES Inspection Services and Training: Ms. Beimer directs program support staff in the implementation of the City's NPDES inspection and training program in compliance with the Los Angeles Region Municipal Stormwater Permit. ✓ City of Alhambra, NPDES Inspection Services: Ms. Beimer directs program support staff in the implementation of the City's NPDES inspection program in compliance with the Los Angeles Region Municipal Stormwater Permit. ✓ City of Tustin, WQMP Plan Review and NPDES Inspection Services: Ms. Beimer provides WQMP plan review services for the City and directs program support staff in the implementation of the City's NPDES inspection program in compliance with the Santa Ana Region Municipal Stormwater Permit. ✓ Town of Apple Valley, NPDES Permit Program Management Services: Ms. Beimer directs program support staff in implementation of the Town's Stormwater program for compliance with all aspects of the Mojave River Watershed Small MS4 NPDES Permit (Phase II), including WQMP plan review. ✓ City of Pomona, SUSMP Plan Review and NPDES Inspection Services: Ms. Beimer directed program support staff in the implementation of the City's NPDES inspection program and SUSMP review in compliance with the Los Angeles Region Municipal Stormwater Permit. ✓ City of Los Alamitos, Industrial/Commercial Facility Program: Ms. Beimer is responsible for overseeing the inspection program of Industrial and Commercial Facilities on behalf of the City; performs Water Quality Management Plan reviews and database management; Industrial/Commercial Facility prioritization; and Municipal Facility Inspections. 	

SAMUEL WILSON	
Title:	Program Manager
Years of Experience:	3+
Education:	B.S., Environmental Science & Policy, <i>CSULB</i>
Certifications:	Qualified Stormwater Practitioner (QSP) Certified Inspector of Sediment and Erosion Control (CISEC) GIS Certification, CSUF
Professional Summary: Mr. Wilson will provide program support to the City as directed by the project manager. He is experienced with all aspects of the Riverside County, Santa Ana Region Water Quality Control Board MS4 Permit. He also provides these same services for multiple clients throughout Southern California.	
Project Experience: <ul style="list-style-type: none"> ✓ City of Aliso Viejo, NPDES MS4 Permit Compliance Services: Mr. Wilson administers and implements the City's Stormwater program for compliance with all aspects of the San Diego Region Municipal Stormwater Permit. ✓ City of Mission Viejo, NPDES Inspection Services: Mr. Wilson provides the City with inspection services in compliance with the San Diego Region Municipal Stormwater Permit. ✓ City of Moreno Valley, NPDES MS4 Permit Compliance Services: Mr. Wilson administers and implements the City's Stormwater program for compliance with all aspects of the Riverside County, Santa Ana Region Municipal Stormwater Permit. 	

MIKE SMITH	
Title:	Program Manager
Years of Experience:	17+
Education:	B.S., Aeronautical Science, Minor in Safety Embry-Riddle University, <i>Daytona Beach, FL</i>
Certifications:	Certified Professional in Stormwater Quality (CPSWQ) Certified Professional in Municipal Stormwater Management (CPMSM) Certified Professional in Erosion and Sediment Control (CPESC) Qualified SWPPP Developer and Practitioner (QSD/QSP) ICC CA Commercial and Residential Plumbing Inspector PC 832
Professional Summary: Mr. Smith will provide program support to the City as directed by the project manager. He is experienced with all aspects of the Riverside County, Santa Ana Region Water Quality Control Board MS4 Permit. He also provides these same services for multiple clients throughout Southern California.	
Project Experience: <ul style="list-style-type: none"> ✓ City of Cypress, MS4 Permit Program Management Services: Mr. Smith administers and implements the City's Stormwater program for compliance with all aspects of the North Orange County Stormwater Permit. Duties include project conditioning, Water Quality Management Plan (WQMP) as well as SWPPP reviews for both City and private projects; documentation and preparation of the City's annual Program Effectiveness Assessment (PEA). Mr. Smith also represents the City at the OC Stormwater general permittee and subcommittee meetings. Mr. Smith is responsible for overseeing the City's industrial and commercial inspection program as well as implementing the Fats, Oils, and Grease (FOG) program on behalf of the City. ✓ City of Camarillo, MS4 Permit Program Management Services: Mr. Smith oversees the administration and implementation of the City's Stormwater program for compliance with all aspects of the Ventura County Municipal Stormwater Permit as Project Manager. Duties include project conditioning, post-construction stormwater quality plan review as well as SWPPP reviews for both city and private projects; documentation and preparation of the city's annual reports for the MS4 permit as well as TMDL compliance; inspection services as well as management of related databases and reports for the city's stormwater business, construction, public agency, illicit discharge and public outreach programs. Mr. Smith also represents the city at the Ventura Countywide Stormwater Management and subcommittee meetings as well as Calleguas Creek Watershed Stakeholder meetings. ✓ City of Aliso Viejo, Stormwater Program Support Services: Mr. Smith provided onsite program support, services included: compiling data to include in NPDES Annual Reports and synthesizes required data into the City's Annual Report for submittal to the San Diego Regional Water Quality Control Board; Develops and administers NPDES compliance training programs for Homeowner Association management staff and landscaping companies; Represents the City at the NPDES Public Education meetings; Performs commercial, industrial, food service facility and municipal inspections for storm water compliance; Develops and utilizes database applications for tracking and compliance with regard to inspections, grants and permit requirements; and Develops and administers NPDES compliance training programs. ✓ City of Los Alamitos, Industrial/Commercial Facility Program: Mr. Smith is responsible for overseeing the inspection program of Industrial and Commercial Facilities on behalf of the City; performs Water Quality Management Plan reviews and database management; Industrial/Commercial Facility prioritization; and Municipal Facility Inspections. 	

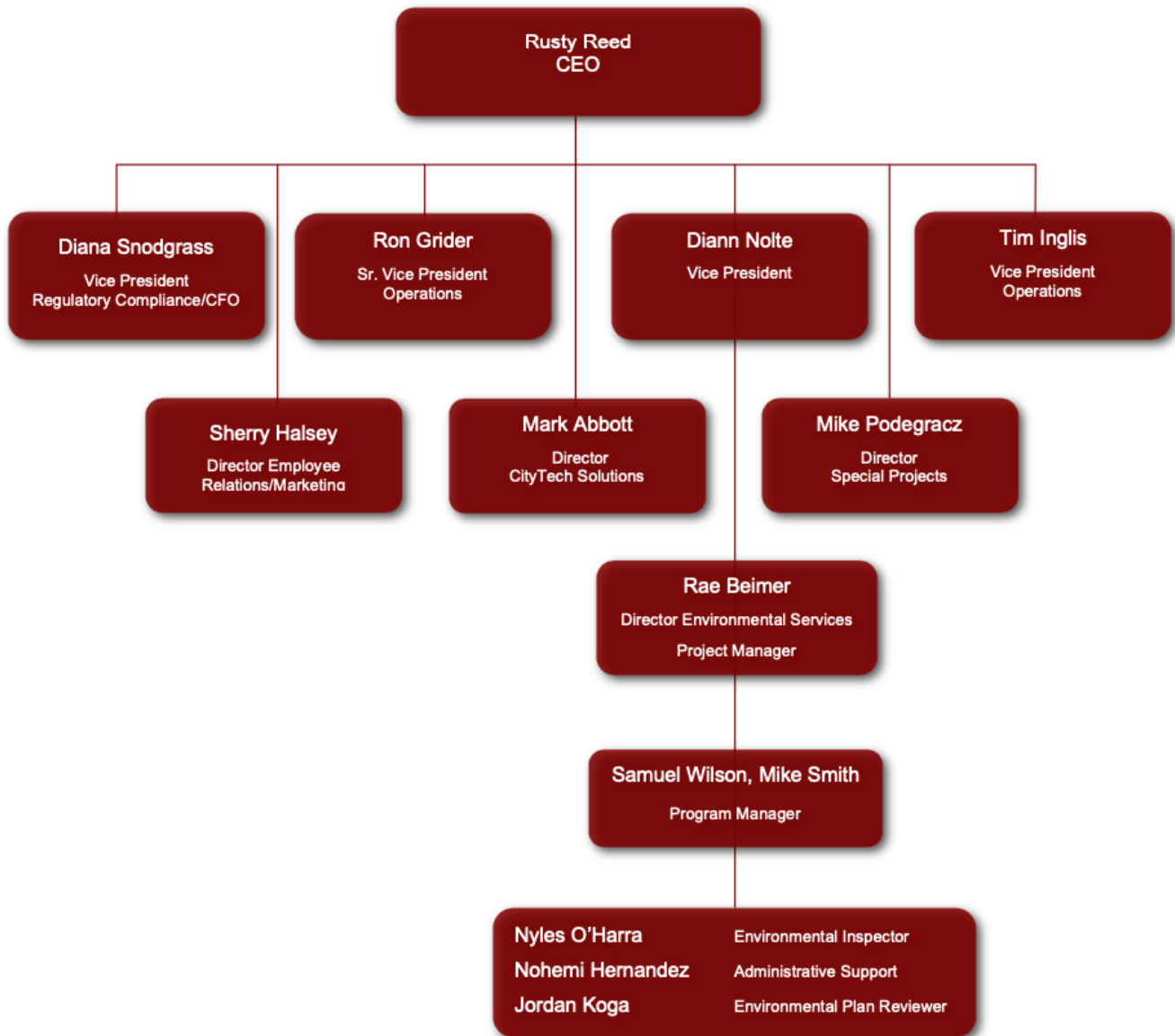
NYLES O'HARRA	
Title:	Environmental Inspector
Years of Experience:	3+
Education:	Crafton Hills College
Certifications:	Qualified Stormwater Practitioner (QSP) Certified Inspector of Sediment and Erosion Control (CISEC) Qualified Storm Water Pollution Plan Developer In-Training (QSD-IT)
Professional Summary: Mr. O'Harra will perform environmental inspections for the City as requested. He is experienced with a wide range of National Pollutant Discharge Elimination System (NPDES) MS4 Permits and has performed a variety of duties including, but not limited to, construction site inspections, post-construction BMP inspections and industrial and commercial facility inspections.	
Project Experience: <ul style="list-style-type: none"> ✓ City of Calimesa, NPDES Inspection Services: Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit. ✓ City of Moreno Valley, NPDES Inspection Services: Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit. ✓ City of Cypress, NPDES Inspection Services: Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit. ✓ City of Yucaipa, Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit. ✓ City of Alhambra, Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Los Angeles Region Municipal Stormwater Permit. ✓ City of Tustin, Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit. ✓ City of San Dimas, Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and conducts annual training to ensure compliance with the Los Angeles Region Municipal Stormwater Permit. 	

NOHEMI HERNANDEZ	
Title:	Administrative Support
Years of Experience:	28+
Education:	B.S., <i>Citrus College, Glendora</i>
Other:	CALPERS Retiree
<p>Professional Summary: Nohemi Hernandez is a meticulous and systematic Administrative Assistant with 28 years of experience supporting offices within the government sector. Known for her energetic demeanor and solid reputation, she brings a strong work ethic, exceptional multitasking abilities, and a high degree of professionalism to every role. Noemi thrives in dynamic environments, demonstrating leadership during high-stress periods and consistently taking initiative to enhance office efficiency. Noemi excels in data entry, inventory systems, and records management, all while maintaining exceptional attention to detail. She is highly organized and capable of effective decision-making, both independently and within team settings. Bilingual in Spanish and fluent in reading, writing, and speaking the language, Noemi adds valuable communication versatility. With a steadfast commitment to excellence and a passion for service, Noemi continues to be a pivotal asset in administrative operations.</p>	
<p>Project Experience:</p> <ul style="list-style-type: none"> ✓ City of Moreno Valley, Administrative Support: Ms. Hernandez provides the City with NPDES program support as well as various Land Development support tasks. 	

JORDAN KOGA	
Title:	Environmental Plan Reviewer
Years of Experience:	6+
Education:	B.S., Environmental Engineering, <i>University of California, Riverside</i>
Certifications:	Professional Engineer (PE) Qualified SWPPP Developer and Practitioner (QSD/QSP)
Professional Summary: Mr. Koga possesses a wide range of National Pollutant Discharge Elimination System (NPDES) experience and has performed a variety of duties including program management, WQMP/SUSMP/LID plan review and Storm Water Pollution Prevention Plan (SWPPP) reviews. He is experienced with all aspects of NPDES MS4 Permit compliance requirements and will assist in Engineering and Environmental Plan Checking for the City.	
Project Experience: <ul style="list-style-type: none"> ✓ City of Moreno Valley, NPDES Permit Program Management Services: Mr. Koga assists in administering and implementing the City's Stormwater program for compliance with all aspects of the Riverside County Municipal Stormwater Permit, including development plan reviews. ✓ Town of Apple Valley, NPDES Permit Program Management Services: Mr. Koga assists in administering and implementing the Town's Stormwater program for compliance with all aspects of the Phase II Permit, including development plan reviews. ✓ City of Yucaipa, WQMP Review Services: Mr. Koga performs development plan review services to the City in compliance with the San Bernardino County Municipal Stormwater Permit. ✓ Cities of Tustin, Los Alamitos, and Cypress, WQMP Review Services: Mr. Koga performs development plan review and post construction BMP inspection services for these cities in compliance with the Santa Ana Municipal Stormwater Permit. ✓ City of Pomona, SUSMP Review Services: Mr. Koga performed development plan review services to the City in compliance with the Los Angeles Region Municipal Stormwater Permit. 	

D. Organizational Chart

The following chart shows the general corporate and departmental organization and structure of CAA and the key staff assigned to the City of Moreno Valley.



Proposal Costs



Proposal Costs are provided in a separate file, as requested.

Response Template



The Response Template is provided on the following pages.

Attachment A: Required Response Template

Charles Abbott Associates, Inc. (CAA)

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

Charles Abbott Associates, Inc.

27201 Puerta Real, #200
Mission Viejo, CA 92691
(866) 530-4980
info@caa.inc
http://www.caa.inc

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

N/A

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corporation

- D. Names and titles of the principal owner(s).

Sue Abbott, Rusty Reed

- E. Person(s) authorized to make commitments for your company.

Rusty Reed, President

- F. Company history, experience, years in business for current company name.

Charles Abbott Associates, Inc. (CAA), founded in 1984, has over 40 years of experience providing high-quality municipal consulting services. Our Environmental Services Division specializes in NPDES compliance, stormwater program implementation, and regulatory reporting for cities across California.

CAA has a long-standing track record supporting agencies with environmental compliance strategies that are practical, cost-effective, and fully aligned with state and federal regulations. With decades of experience working directly with municipal staff, we bring a deep understanding of the operational and regulatory needs specific to cities like Moreno Valley.

- G. Annual company revenues for the last three fiscal years.

CAA is a privately owned company functioning as an "S" corporation. CAA has been financially stable and viable since its inception in 1984. As an indication of financial stability, please find below CAA's gross revenue for the last three fiscal years:

2024 - \$38,723,883.75

2023 - \$35,732,444.04

2022 - \$36,985,027.86

H. Tax ID number.

33-0053899

I. The complete scope of services offered by your company.

CAA provides a comprehensive suite of municipal consulting services, with a specialized focus on environmental compliance and public agency support. Our core service areas include:

Environmental Compliance Services

- NPDES compliance and stormwater program management
- Municipal Separate Storm Sewer System (MS4) permit implementation
- Industrial General Permit (IGP) and Construction General Permit (CGP) support
- Illicit discharge detection and elimination (IDDE) programs
- Stormwater inspections, training, and documentation
- Regulatory reporting and liaison with regional boards.

Building & Safety Services

- Plan review and inspection services
- Permit processing and counter support
- Building Official services
- Code enforcement and compliance

J. The number of clients (including governmental) served in past and present.

CAA has served and currently serves well over 75 municipal clients.

K. Special qualifications, training, credentials, recognition, or awards.

CAA offers a team of highly qualified environmental professionals with specialized training and certifications in stormwater compliance, environmental inspection, and regulatory reporting. Key qualifications include:

- Certified Professionals in Storm Water Quality (CPSWQ)
- Qualified SWPPP Developers and Practitioners (QSD/QSP)
- Certified Erosion, Sediment and Storm Water Inspectors (CESSWI)
- Staff trained in Illicit Discharge Detection and Elimination (IDDE) and Municipal Separate Storm Sewer System (MS4) compliance
- Regular participation in professional development through stormwater and engineering conferences and workshops

L. Contracts terminated for cause, pending litigation or legal issues.

CAA has never failed to complete any work awarded or been removed from any

project due to wrongdoing or failure to provide the requested services. No petition under the federal bankruptcy laws or state insolvency laws has been filed by or against CAA in the existence of the company.

The following is a list of cases filed and settled. There are no filed, pending or threatened claims of litigations that would impede our ability to provide our services to the City.

Ostrow vs. Hidden Hills, CA: Case reported 3/17/17; Case Dismissed 8/12 /19. The settlement for \$315,000 was paid by CAA's carrier, Travelers. The homeowners had a foundation that was cracking. They hired a contractor to repair the foundation and were presented two options to repair it. The homeowners selected the least cost repair option. The repaired foundation later had more issues and the homeowner settled with the contractor for the limits of his policy \$125,000. As the foundation had additional issues after the repair, which resulted in more damage to the home, they sued the City and CAA, and CAA indemnified the City (per our contract) and settled the claim.

Top Rank Builders vs. County of Nye, Pahrump, NV: Case settled out of court September 2018.

Miller vs. City of Twentynine Palms, CA: Case dismissed by San Bernardino County Court on 8/5/2020. The case was settled for \$550,000 total, with CAA's carrier, Travelers paying, \$125,000, and the other \$425,000 paid by Caltrans and the City of Twentynine Palms. CalTrans gave approval for the crosswalk within the City after initially denying it. The City used a contractor to construct the crosswalk and CAA provided the inspection during construction. The lawsuit stemmed from when the lights at the crosswalk failed. The City was aware of the failure and was in the process of negotiating with a contractor to repair it when the accident of a drunk driver hitting and killing a pedestrian occurred.

Boar Inc. vs. County of Nye, et. al.

Case Reported: 4/22/2010

Case Dismissed: 1/16/2014

Victor Ambrosio and Linda Martinez vs. City of Hawaiian Gardens, CA, et. al.

Case Reported: 12/2/2013

Case Dismissed: 2/9/2016

Schlickman vs. City of Palos Verdes Estates, CA, et. al.

No court case was filed in this matter

Plaintiff's claim was settled on 4/22/2013

Wilson vs. City of Laguna Niguel, CA, et. al.

Case Reported: 2/14/2015

Case against Charles Abbott Associates was dismissed on 1/7/2016

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
- Rae Beimer, Director of Environmental Services
 - Samuel Wilson, Consultant Storm Water Program Manager (CSWPM)
- CAA will not substitute any members of our designated team without prior written consent of the City.
- B. Team to be assigned for these services.
- Rae Beimer, Director of Environmental Services/ Consultant Storm Water Program Manager (CSWPM)
 - Samuel Wilson, Consultant Storm Water Program Manager (CSWPM)
 - Mike Smith, Consultant Storm Water Program Manager (CSWPM)
 - Nyles O’Harra, Consultant Business and Construction Compliance Inspector (CBCCI)
 - Nohemi Hernandez, Consultant Administrative Assistant (CAA)
 - Jordan Koga, Environmental Plan Reviewer
- C. Qualifications of specific individuals who will work on the project.
- The required minimum credentials are provided with the staff proposed. Details are outlined in their resumes.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- CAA will ensure that the key personnel is available as needed, and anticipates a commitment of approximately 10 hours/week (on-site and remote support) for Ms. Rae Beimer (CSWPM), approximately 18 hours/week (on-site and remote support) Mr. Wilson/Mike Smith (CSWPM), approximately 18 hours/week (on-site and remote support) for Nyles O’Harra (CBCCI) and approximately 18 hours/week (on-site support) for Nohemi Hernandez (CAA). Time will be adjusted based on the City’s needs.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- Rae Beimer, Director of Environmental Services, Consultant Storm Water Program Manager (CSWPM)
 - Samuel Wilson, Consultant Storm Water Program Manager (CSWPM)
 - Mike Smith, Consultant Storm Water Program Manager (CSWPM)
 - Nyles O’Harra, Consultant Business and Construction Compliance Inspector (CBCCI)
 - Nohemi Hernandez, Consultant Administrative Assistant (CAA)
 - Jordan Koga, Environmental Plan Reviewer
- Resumes are provided on pages 6-11 of our response, as outlined by the Proposal Content and Format requirements of the City’s RFP.
- F. Current number of employees: full-time and part-time employees.
- 220
- G. Annual turnover rate of staff.

CAA has consistently maintained low staff turnover, resulting in stable and highly beneficial relationships with our clients.

- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

CAA will not utilize any subconsultants to fulfill the services outlined in the scope of this RFP.

- I. Facilities that would be utilized to perform the required work.

The required work will be performed through a combination of on-site support at City Hall and remote support from CAA's local offices. This approach ensures timely, flexible, and efficient service delivery while maintaining close collaboration with City staff.

- J. Equipment that would be utilized to perform the required work.

CAA will furnish all necessary materials, resources, tools, and training required for our professionals to successfully perform their assigned duties. This includes vehicles, cell phones, iPads, and other technology devices that enhance the quality and efficiency of our services. All labor, materials, equipment, and supplies necessary to deliver these services are fully covered under our proposed fees, with no additional costs to the City.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

CAA has successfully delivered all services outlined in the City's Scope of Services since 2014 and is fully prepared to continue providing them at the highest standard. Our team brings extensive, hands-on knowledge of Moreno Valley's operations and has been instrumental in establishing and sustaining a highly effective NPDES compliance program.

To ensure continued excellence, CAA will assign dedicated personnel from our team of highly qualified environmental professionals, each bringing the technical expertise and regulatory insight essential for supporting the City's compliance activities under its MS4 Permit. Our longstanding partnership with the City promotes continuity, operational efficiency, and a well-informed approach to achieving all program objectives.

- B. Reasonableness of your fee to do the work.

CAA's fee structure is designed to deliver exceptional value by balancing high-quality service with measurable cost efficiency. Our collaborative approach with City staff, combined with a flexible staffing model, allows us to scale resources up or down in response to the City's evolving workload—avoiding the burden of fixed staffing costs. Recognized statewide as a leading stormwater consultant, CAA brings proven expertise while maintaining cost-conscious operations.

Our competitive hourly rates are fully inclusive of general and administrative overhead, eliminating any payroll-related liabilities for the City. Additionally, CAA absorbs the cost of ongoing staff training and certifications, ensuring our

personnel are always qualified to meet regulatory and programmatic demands at no extra cost.

This flexible, full-service model underscores the exceptional value CAA provides relative to our fees.

- C. Current resources to meet or better all task and timeline requirements herein.

CAA provides all the tools necessary to implement an efficient and effective program. CAA utilizes new and emerging technologies to ensure all work is done in the most efficient manner. CAA will continue to meet or exceed all timeline requirements that the City has or will request.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

At this time, CAA does not anticipate the need for any additional resources to meet or exceed the task and timeline requirements outlined in the request. Our current staffing, technical capabilities, and operational structure are fully equipped to deliver the required services effectively.

Should unforeseen circumstances arise that necessitate additional support, CAA will proactively coordinate with City staff to identify the most appropriate solution. Historically, CAA has successfully managed workload fluctuations internally without requiring supplemental resources from the City.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

CAA employs crossed trained staff that is available for immediate deployment.

- F. How quickly can you begin providing services if awarded the contract?

CAA is already providing these services to the City and is fully prepared to continue without interruption. Upon contract award, our team will seamlessly maintain service delivery, ensuring complete continuity and immediate readiness to meet the City's needs.

- G. Details of any improvement or upgrades your firm has designed or implemented.

CAA utilizes an internal task organization software that allows all staff proposed on the project to be in constant connection and coordination to ensure all tasks are completed efficiently and on time.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

CAA has successfully implemented and managed the City's stormwater program since 2014, consistently enhancing its effectiveness and compliance. Over the course of our engagement, CAA has contributed to significant program improvements, maintaining a proactive approach to regulatory updates, best management practices, and community outreach. Our team's deep understanding of the City's operational needs, combined with our technical expertise, ensures that all elements necessary for a successful and sustainable program are consistently delivered.

- B. Specific method and techniques to be employed on the project or problem.

CAA employs a proven management approach that ensures strict adherence to quality standards, contract compliance, and operational efficiency. Our methods include:

- Assignment of highly qualified key personnel, including a Project Manager with a demonstrated history of successfully managing complex, multi-task contracts;
- Implementation of robust cost and schedule control procedures, covering detailed planning, scheduling, budgeting, performance monitoring, and quality assurance;
- Utilization of advanced project tracking and documentation systems, allowing for early identification and proactive resolution of any performance issues;
- Application of strong technical expertise to execute all services with precision and professionalism;
- Engagement of certified and registered professionals across all necessary technical disciplines, providing assurance of competency and compliance;
- Commitment to continuous improvement through ongoing staff training to stay current with evolving technology, regulatory changes, and industry best practices;
- Dedication to clear and effective communication with City staff, stakeholders, and the public, ensuring transparency and responsiveness throughout the project lifecycle.

This comprehensive approach positions CAA to deliver the highest level of service and support to the City while meeting all program goals and requirements.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?

CAA is currently providing these services to the City and possesses a deep understanding of the City's needs, expectations, and operational rhythms. Our team is highly adaptable and prepared to respond to unforeseen circumstances without compromising project timelines. Should adjustments to the work plan become necessary, CAA will proactively meet with City staff to coordinate and prioritize tasks accordingly. Clear and continuous communication with City staff is a foundational element of our approach, ensuring seamless execution of all program elements.

Project Manager Rae Beimer will lead scheduling and task management, holding all staff accountable to committed timelines and ensuring that project milestones and deadlines are consistently met or exceeded.

- B. Provide required response time to the urgent service requests.

CAA proposes to have multiple team members stationed at City Hall at various days throughout the week. This consistent on-site presence ensures immediate availability to respond to any urgent service requests, allowing us to address time-sensitive issues efficiently and with minimal disruption to City operations.

- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

CAA's staffing model is built to ensure service continuity and responsiveness. Our team is structured to efficiently absorb fluctuations in workload without compromising deadlines. In the rare event of unforeseen interruptions, CAA can rapidly deploy additional resources from our broader team to maintain momentum and prevent any backlog from occurring. Our proactive staffing strategy has historically enabled us to meet all agreed-upon deadlines without delay.

- D. Provide any other relevant information that you believe would benefit City for the requested services.

CAA is fully committed to supporting the City in maintaining compliance with its MS4 Permit and all related regulatory requirements. Our top priority is safeguarding the City's regulatory standing while delivering exceptional service. CAA's adaptability, technical expertise, and unwavering commitment to client satisfaction uniquely position us to continue providing the high-quality support the City expects. We pride ourselves on offering a responsive, collaborative, and solutions-focused approach that benefits both City staff and the community at large.

The following is our approach for providing the scope of services outline in the RFP:

Task No. 1 – Provide Storm Water Program Manager Services

1. CAA's CSWPM will develop and oversee comprehensive work plans aligned with the City's stormwater compliance objectives. Structured project management methodologies will be employed to ensure optimal efficiency and effectiveness. Program activities and performance will be evaluated regularly against and annual program budgets will be meticulously developed, tracked, and adjusted as necessary.

2. CAA's CSWPM will manage the City's stormwater program, including preparing and overseeing Water Quality Basin Maintenance contracts for new developments. We will develop and manage the annual Special District Funding/NPDES Regulatory Rate budget, propose program policies and procedures, and conduct cost-benefit and resource analyses to support informed decision-making.

3. CAA will manage the City's National Flood Insurance Program (NFIP) and Community Rating System (CRS) activities. This includes analyzing new NPDES permit requirements and legislative developments (currently underway), preparing position papers, assisting with staff reports, and delivering presentations to the City Council, Planning Commission, and other bodies. CAA will also investigate and pursue external funding opportunities to supplement program resources.

4. CAA will continuously evaluate the effectiveness of program activities and recommend modifications as needed. We will prepare and submit comprehensive narrative and statistical performance reports, including the Annual NPDES Report and CRS Recertification Reports, ensuring regulatory compliance and transparency.

5. CAA's CSWPM will coordinate program requirements with other City departments to ensure City-owned facilities and capital projects implement BMPs. We will also provide ongoing stormwater quality training to City staff to maintain compliance awareness and support best practices.

6. CAA will review and recommend approval for engineering studies, designs, and infrastructure plans related to water quality control and treatment, ensuring alignment with the City's standards and stormwater management objectives.

7. CAA's CSWPM will serve as the City's subject matter expert for stormwater quality, interpreting complex laws, regulations, and program policies. We will represent the City on regional and state committees, work groups, and boards, advocating for the City's interests.

8. CAA will perform in-depth legislative and policy analyses on issues with potential impacts to the City's stormwater operations and funding. We will formulate strategic approaches and recommend actionable solutions to address identified challenges.

9. CAA's CSWPM will oversee and coordinate Task Nos. 3 (Inspections) and 4 (Industrial/Commercial/Construction Facility Inspections and Enforcement), ensuring seamless integration and quality assurance across all program activities.

10. CAA will prepare a prioritized inspection list, confirm priorities with the Principal Engineer or Engineering Division Manager/Assistant City Engineer, and schedule initial and follow-up inspections using the City's Business Compliance Inspection Form to ensure thorough and timely execution.

11. CAA will provide oversight of third-party consultants performing Preliminary Water Quality Management Plan (P-WQMP) and Water Quality Management Plan (WQMP) reviews. Responsibilities will include:

- Conducting general and conceptual reviews of consultant-submitted P-WQMPs and WQMPs.
- Assisting City staff in meetings with consultants and developers.
- Reviewing and approving consultant invoices related to WQMP services.

12. When necessary, CAA's CSWPM will conduct full, detailed reviews of project-specific Preliminary and Final Water Quality Management Plans to ensure compliance with all City, regional, and state stormwater regulations.

Task No. 2 – Attend NPDES Related Meetings and Perform Other Administrative Functions

1. CAA's CSWPM will attend NPDES-related meetings, including but not limited to: NPDES Technical Advisory Committee (TAC) meetings, Drainage Area Management Plan (DAMP) update meetings, Report of Waste Discharge meetings, and Lake Elsinore/Canyon Lake TMDL Task Force meetings. CAA will professionally represent the City at these meetings, taking detailed notes and preparing meeting outcome reports for submission to the Principal Engineer or Engineering Division Manager. To ensure schedule coordination, the City will provide a minimum of two (2) weeks' advance notice for any meeting attendance requests.

2. CAA's CSWPM will coordinate with the City's GIS team to update the City's database for private and public Water Quality Treatment Control facilities. This ensures that the City maintains accurate, comprehensive records aligned with regulatory requirements and operational needs.

3. CAA will actively participate in the development and maintenance of the City's catch basin, commercial, and industrial inspection databases. We will compile necessary data and draft a variety of periodic, special, and annual reports, along with preparing associated correspondence and technical documents to support the City's NPDES program activities.

4. CAA will coordinate with the City's GIS staff to update the Assessor's Parcel Number (APN) database from the County of Riverside for County Service Area (CSA) 152. These updates will support accurate recordkeeping and ensure the City meets its compliance tracking responsibilities.

5. CAA's CSWPM will assist in the review and commenting on the Report of Waste Discharge for the renewal of the City's NPDES Permit. Additionally, we will prepare implementation plans associated with the Permit, review and update related City documents, and assist City staff during State audits to ensure audit readiness and full compliance.

6. CAA will participate in conducting financial analyses and developing recommendations for residential, commercial, and industrial developer rate schedules applicable to water discharge. This support will assist the City in setting equitable and compliant stormwater-related fees.

7. CAA will ensure compliance with the City's MS4 NPDES permit by:

- Overseeing and reviewing the work of consultants developing or updating the Urban Runoff Management Plan (URMP).
- Coordinating and participating in staff training on compliance requirements and Best Management Practices (BMPs), including catch basin inspection and waste clean-up procedures.
- Conducting annual audits of the City's stormwater program implementation and regulatory compliance.

8. CAA's CSWPM will perform other related administrative and technical duties as required to ensure the City's ongoing NPDES program success and full regulatory compliance

Task No. 3 – Conduct Business Facility Compliance Inspections

1. CAA's Commercial Business Compliance and Inspection (CBCCI) staff will prioritize, schedule, and perform all initial and follow-up inspections in accordance with City guidelines, utilizing the City's Business Compliance Inspection Form to document findings.

2. CAA will submit completed Business Compliance Inspection Forms to the City on a weekly basis. In addition, CAA will compile inspection results into an Excel spreadsheet format as specified by the City for third-party collection purposes. Our staff will also update and maintain the City's Industrial/Commercial Business Inspection database to ensure comprehensive and current records.

3. CAA's CBCCI staff will verify that industrial facilities have submitted a Notice of Intent (NOI) to comply with the General Industrial Activities Storm Water Permit or equivalent permits. We will ensure implementation and maintenance of appropriate Best Management Practices (BMPs) during facility inspections.
4. CAA will confirm facility compliance with the City's Storm Water Ordinance during inspections, ensuring all business operations meet local regulatory requirements.
5. CAA will inspect for evidence of non-storm water discharges and illegal or illicit connections to the Municipal Separate Storm Sewer System (MS4) and document findings accordingly.
6. CAA's inspectors will focus on identifying violations related to material storage, fueling, maintenance, waste handling, hazardous materials management, delivery areas, loading docks, and other outdoor work areas that may contribute to stormwater pollution.
7. CAA will issue Correction Notices and/or Notices of Violation as needed, following established City protocols to ensure timely resolution of non-compliance issues.
8. CAA's CBCCI will be available to meet with the Principal Engineer or Engineering Division Manager regarding the status of inspections upon request, providing timely updates and reports as needed.
9. CAA will be available during normal working hours to meet with City staff and business owners on an as-needed basis to address inspection findings, provide education, or resolve compliance issues.
10. CAA will receive and investigate customer complaints related to stormwater violations, conduct necessary inspections, work with businesses and contractors to resolve issues, and prepare detailed reports documenting findings and corrective actions.
11. CAA's CBCCI staff will interact professionally with business owners, property owners, the public, and City personnel, promoting quality customer service and ensuring prompt and courteous responses to inspection requests and inquiries.
12. CAA will follow verbal and written instructions, maintaining clear, concise communication both orally and in writing. Our team will ensure that all reporting is thorough, accurate, and aligned with City expectations.
13. CAA will establish and maintain effective lines of communication with business owners or their representatives to foster cooperation and promote voluntary compliance.
14. CAA's CBCCI inspectors will utilize their own digital cameras, vehicles, and mobile phones to maintain immediate contact with the City. Staff will possess valid California driver's licenses and proof of insurance. All inspection documentation, including digital photographs supporting non-compliance findings, will be printed and attached to inspection forms as required for submission to the City.
15. CAA's CBCCI team will perform other related duties as required to support the City's NPDES compliance program and ensure the success of business facility inspections.

Task No. 4 – Conduct Construction Site Inspections

1. CAA's Commercial Business Compliance and Inspection (CBCCI) staff will prioritize, schedule, and perform all initial and follow-up construction site inspections, utilizing the City's Construction Site Inspection Form to accurately document findings.
 2. CAA will submit completed Construction Site Inspection Forms to the City on a weekly basis. Additionally, inspection results will be compiled into an Excel spreadsheet format as specified by the City for third-party data collection purposes. CAA will also update and maintain the City's Construction Site Inspection database to ensure accurate, real-time tracking of active construction activities.
 3. CAA's inspectors will confirm that construction sites are in full compliance with the City's Storm Water Ordinance during inspections, identifying and documenting any deviations.
 4. CAA will inspect for any evidence of non-storm water discharges or illegal/illicit connections to the Municipal Separate Storm Sewer System (MS4) and report findings in a timely and thorough manner.
 5. CAA's CBCCI staff will issue Correction Notices and/or Notices of Violation (NOVs) as necessary to ensure that non-compliant sites implement corrective actions promptly and comply with City and MS4 Permit requirements.
 6. CAA will meet with the Principal Engineer or Engineering Division Manager as requested to provide status updates on inspections, review compliance progress, and address any identified issues requiring City coordination.
 7. CAA staff will follow all verbal and written instructions, ensuring clear, concise, and professional communication both orally and in writing. We are committed to delivering thorough documentation and consistent reporting for all inspection activities.
 8. CAA's CBCCI team will establish and maintain effective communication with job superintendents, project owners, or designated business representatives. We aim to foster cooperation and facilitate quick resolution of compliance issues in the field.
 9. CAA's inspectors will be equipped with:
 - A digital camera,
 - A company vehicle,
 - A laptop/iPad with necessary software,
 - A mobile phone (with service carrier),
 - Appropriate field equipment.
- Inspectors will possess valid California driver's licenses and insurance. Digital photographs taken during inspections will be printed as needed to support findings and attached to the corresponding compliance inspection forms, which will then be transmitted to the City.
10. CAA's CBCCI staff will perform other related duties as required to support the successful management and regulatory compliance of construction site activities within the City.

Task No. 5 – Administrative Assistant Support

1. CAA will provide Administrative Assistant support to assist the City's Storm Water Program Manager (CSWPM), Commercial Business Compliance and Inspection (CBCCI) staff, and City personnel with a wide range of NPDES- and Land Development Division-related tasks. Our Administrative Assistant will be flexible, responsive, and fully capable of handling technical and clerical assignments in support of program goals and regulatory compliance requirements.
2. CAA's Administrative Assistant will coordinate work efforts between multiple internal and external entities, including City departments, consultants, regulatory agencies, and private stakeholders. This coordination ensures that assignments are completed efficiently, deadlines are met, and communication among all parties remains clear and effective.
3. CAA will maintain organized and up-to-date files, records, and program documentation. Our Administrative Assistant will ensure that all records — including inspection reports, compliance forms, correspondence, and project tracking documents — are properly cataloged and readily accessible for program management, reporting, and audit purposes.

Submitted by:

Company Name **Charles Abbott Associates, Inc. (CAA)**

Contact Name **Rae Beimer**

Title **Director Environmental Services**

Signature



Email **raebeimer@caa.inc**

Phone **(714) 788-6936**

Date **04/30/2025**

Required Forms



- A. Attachment A - Required Response Template – provided above
- B. Attachment B - Special Provisions Form
- C. Attachment C - Client Reference List
- D. Attachment D - Non-Collusion Affidavit
- E. Attachment F - Exhibit B: Pricing Proposal – provided in separate file as requested

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

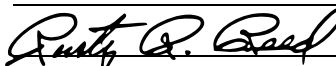
Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: Charles Abbott Associates, Inc. (CAA)

SIGNATURE:

PRINT NAME:

TITLE:



Rusty R. Reed

President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

_____ No exceptions taken

_____ Exception taken to the scope of work or specifications

☒

_____ Exception taken to indemnification and insurance requirements

_____ Exception to proposed contract language

_____ Other

Please explain any of the checked items:

J. Vendor Indemnification: add Vendor's negligent acts, errors or omissions

K. Additional Indemnity Obligations: remove "with counsel of City's choosing"

Other Insurance Provisions: change "...shall not be cancelled or non-renewed except after 30 day written notice by mail..."

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Charles Abbott Associates, Inc. (CAA) DATE: 04/30/2025

BUSINESS ADDRESS: 27201 Puerta Real, #200, Mission Viejo, CA 92691

SIGNATURE OF REPRESENTATIVE: 

BY: Rusty R. Reed TITLE: President, authorized officer

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Rusty R. Reed, President 27201 Puerta Real, #200, Mission Viejo, CA 92691

Diann Nolte, Secretary 27201 Puerta Real, #200, Mission Viejo, CA 92691

Attachment C: Client References

Charles Abbott Associates, Inc. (CAA)

(Bidder's Company Name)

1. Client's Company Name:	City of Redondo Beach
Client Address:	415 Diamond Street, Redondo Beach 90277
Contact's Name:	Geraldine Trivedi
Contact's Title:	Project Manager
Contact's Telephone & FAX:	(310) 372-1171
Contact's Email:	Geraldine.Trivedi@redondo.org
Scope of Services/Products Provided:	NPDES Inspection FOG Inspection/Program Management
Project Completion Date & Value:	2013 to present
2. Client's Company Name:	City of Los Alamitos
Client Address:	3191 Katella Avenue, Los Alamitos 90270
Contact's Name:	Les Johnson
Contact's Title:	Community Services Director
Contact's Telephone & FAX:	(562) 431-3538
Contact's Email:	ljohnson@cityoflosalamitos.org
Scope of Services/Products Provided:	NPDES Inspection Plan Review
Project Completion Date & Value:	2010 to present
3. Client's Company Name:	City of Cypress
Client Address:	5257 Orange Avenue, Cypress 90630
Contact's Name:	Douglas Dancs
Contact's Title:	Director of Public Works
Contact's Telephone & FAX:	(714) 229-6752
Contact's Email:	ddancs@ci.cypress.ca.us
Scope of Services/Products Provided:	NPDES Program Mgt., NPDES Inspection, Plan Review FOG Inspection/Program Management
Project Completion Date & Value:	2008 to present
4. Client's Company Name:	City of Aliso Viejo
Client Address:	12 Journey, Suite 100, Aliso Viejo 92656
Contact's Name:	Shaun Pelletier
Contact's Title:	Public Works Director
Contact's Telephone & FAX:	(949) 425-2533
Contact's Email:	spelletier@avcity.org
Scope of Services/Products Provided:	NPDES Program Mgt., NPDES Inspection Plan Review
Project Completion Date & Value:	2002 to present

Duplicate this form as necessary to complete list.

Attachment D: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Orange
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Marketing Manager of
(title of the person signing this form)

Charles Abbott Associates, Inc. (CAA), the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: Sarah Ward
(signature)

Printed Name: Sarah Ward
(name of the person signing this form)

Title: Marketing Manager
(title of the person signing this form)

Notary is required for this bid.

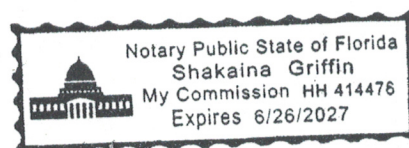
State of Florida, County of Marion

The foregoing instrument was acknowledged
before me, by means of [☒] physical presence
or [☐] online notarization this 30th day of

April, 2025, by Sarah Ward

ID Produced FLDL or personally known

Notary Signature [Signature]



Work Samples



The City has full access to all documents drafted by the proposed staff. Those documents are the most relevant samples the City could review. Provide herein is an example of one of those documents.

TEL: 951.413.3120
FAX: 951.413.3158
WWW.MOVAL.ORG



14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

August 17, 2016

Mr. Adam Fischer
Chief, Inland Storm Water Unit
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501-3348

Response to the "Notice of Violation of Water Discharge Requirements for the City of Moreno Valley, Order No. R8-2010-0033, NPDES Permit No. CAS 618033" dated July 20, 2016.

Mr. Fischer:

The City of Moreno Valley (City) is in receipt of a Notice of Violation letter dated July 20, 2016. This letter provides expanded results of the Storm Water Program Audit conducted by Santa Ana Regional Water Board (Board) staff on December 17, 21 and 22, 2015. The following correspondence is in response to Board staff's observations and violations. For uniformity and ease of correlation, this correspondence will follow the format of the aforementioned letter.

Violations

Board Observation

"The co-permittees have developed a BMP design handbook as part of the WQMP Guidance to standardize BMP selection and design. Appendix B of the LID Design Handbook for maintenance of the BMPs states "Access for cleaning underdrains is required for each system. Clean-outs with diameters equal to the underdrain should extend 6 inches above the media and have a lockable screw cap for easy access. Cleanouts should be located for every 50 feet of lateral, at the collector drain line connection, and at any bends." In the case of Inland Empire Global Logistics Center, JMM Trailer, and Fresenius Medical Center MOB (covered under the current WQMP requirements), the design plans are not in accordance with the established designs outlined in the WQMP Guidance (missing inspection or cleanout ports). This is in violation of Section XX.B. and Provision III.B.2.c. of the Permit.

City Response

As Board staff mentioned, the BMP design handbook is a component of the WQMP Guidance and as such is utilized as guidance on design of structural BMPs. Having said that, we would like to provide more clarity regarding the three projects in question. The Inland Empire Global Logistics Center had the first Preliminary approval prior to the new guidance documents being developed. We previously provided you with the incorrect first approval date. The first Preliminary approval occurred March 6, 2008.

The other two projects, JMM Trailer and Fresenius Medical Center MOB, were approved under the current WQMP requirements. The consultant the City contracts with for WQMP reviews, CWE, insists they used their best engineering professional judgment and the cleanout devices in question did not need to be incorporated into these design because the underdrain is located in the gravel layer which reduce the clogging potential. In addition, the BMPs are maintained on the surface, which also helps to reduce clogging potential. The City uses another consultant for WQMP plan review, CASC

Engineering, and they also insist they used their best engineering professional judgment and these cleanout ports were not necessary to be a part of the design for the BMPs in question.

Board Observation

"The City approved WQMPs that use different terminologies for the same BMP. Co-permittees have developed a LID BMP Design Handbook to standardize the naming convention of the BMPs. The City's failure to apply published design criteria as indicated in the BMP design handbook is a violation of Section III.B.2.c."

City Response

The City is requesting clarification on which WQMP this violation is referring to. This information would be useful to assist us in recognizing the alleged deficiency. In absence of this information, the City holds to the response that even if this inconsistency was demonstrated in a WQMP, the design that was incorporated into the plan must have been in compliance or that would have also been a comment from Board staff. Inconsistent naming, while unfortunate, does not reflect a failure to apply the design criteria provided in the guidance documents or prove a lack of implementation of appropriate BMPs listed in the DAMP and LIP, as cited Section III.B.2.c. As a result of this observation, the City has notified all consultants reviewing our WQMPs to ensure that the naming of the BMPs remain consistent throughout the WQMPs moving forward.

Board Observation

"Final WQMPs should include all the design plans and details including the engineering plans. Therefore the City must either include the design details in the final WQMP or the engineering plans be submitted, reviewed and kept as part of the design details in the final WQMP. During our review of the WQMPs, these engineering plans were not offered for review or were not included as part of the WQMPs. Section 3.4.4 of the WQMP Guidance states that project WQMPs are to describe BMPs "in sufficient detail to demonstrate the area, volume and other criteria of each can be met within the constraints of the site." Failure to implement the WQMP Guidance, including its parts, is a violation of Provisions III.B.2.c. and XX.C of the Permit.

City Response

As stated in our previous response letter, the WQMP is intended to be a planning level document. The City does require WQMP plot plans, BMP design schematics and details and grading plans to be included in the WQMP but there is no requirement in the Permit or the WQMP Guidance documents that require the "engineering plans" to be included in the WQMP. We request clarity on what additional plans Board staff would like to see included. The City keeps records of all plans associated with all projects and those plans are available upon request. The initial audit request was for our WQMPs. We would have gladly provided any additional plans if those were also requested. Every WQMP approved by our consultants provided sufficient detail to demonstrate the area, volume and other criteria of each can be met within the constraints of the site. The City requests clarity on which WQMPs this information was not sufficient.

Board Observation

"Section XV.C of the Permit states "The formal training programs shall educate Permittee employees responsible for implementing requirements of this Order, by providing training on the following Permittee activities: construction site inspection, WQMP review, residential/industrial/commercial site inspection, and Permittee facility maintenance." During the interviews and inspection, Regional Board staff determined that the City staff and the parties approving the WQMPs lack training in regards to the use of the current LID BMP Design handbook and the published BMP designs within. This is evident in case of Inland Empire Global Logistics Center and JMM Trailer where inspection or cleanout ports were

missing. With adequate training and sufficiently-detailed plans, these omissions should have been detected. City's failure to provide adequate training for inspection, operation and maintenance of the approved BMPs is a violation of Section XV.C. of the Permit."

City Response

The City utilizes consultants to review and approve our WQMPs and one of the consultants we use, CASC Engineering, who reviewed and approved the Inland Empire Global Logistics project, is the official trainer of the WQMP Guidance document for Riverside County Flood. All City staff in the region, including staff from the City of Moreno Valley, received their training by CASC, and specifically by the representative of CASC that also provides our City with review services. In addition, our other consultant, CWE, has received this regionally offered training and has conducted WQMP training for other public agencies. The City is confident that both firms demonstrate thorough industry knowledge and are completely capable of reviewing and approving WQMPs using the guidance documents provided and their professional engineering judgment.

Having said that, the actual violation noted, Section XV.C, is not applicable to the Board staffs' observations leading up to the violation. Being adequately trained to review and approve WQMPs is significantly different from being adequately trained for inspection, operation and maintenance of the approved BMPs, which is not a requirement of Section XV.C. However, as a result of the Board's previous observations, the City did send and will continue to send the site inspectors to the WQMP training offered by Riverside County Flood Control so that they continue to enhance their knowledge of the systems. In addition, the City is now requiring self-certifications or third-party certifications of BMPs from State-licensed professional engineers, as per an option in the Permit. We are confident that this will add to the level of surety that these BMPs are being installed correctly.

City Closing Statement

The City appreciates the Board's evaluation and feedback regarding the National Pollutant Discharge Elimination System (NPDES) Municipal Storm Sewer System (MS4) Program. The City has worked diligently to implement a beneficial program for the protection of water quality in compliance with Order No. R8-2010-0033 (Permit).

Aside from a few of the Board's observations in which we request further clarity, we feel we have provided clarity to each violation noted and believe upon further review that Board staff will determine the violations were issued as a result of miscommunication or misinterpretation and not on Permit non-compliance. The City respectfully requests that the violations issued be re-evaluated based on our responses and the facts, and ultimately dismissed. If this response letter still leaves a question unanswered, City staff is requesting to meet with Board staff to discuss and hopefully come to an understanding or even provide further clarity. Once again, we appreciate the Board staff feedback provided and will continue to strive to implement an efficient and effective program in compliance with the Permit.

Sincerely,



Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
City of Moreno Valley

ARA/rb

cc: Santa Ana Regional Water Quality Control Board – Kurt V. Berchtold, Executive Officer
Santa Ana Regional Water Quality Control Board – William Ruh, Chair
City of Moreno Valley – Michelle Dawson, City Manager

Exhibit B: Pricing (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

I. Task Rates***

- A. Include tasks required by Scope of Services to provide a complete proposal for the required services.
- B. Propose Total Hours to complete each task and Total Cost for each task.

LN	Task Rates	Total Hours	Total Cost
1	Task No. 1 — Provide Storm Water Program Manager Services	1,250	\$185,550
2	Task No. 2 — Attend NPDES Related Meetings and Perform Other Administrative Functions	245	\$38,875
3	Task No. 3 — Conduct Business Facility Compliance Inspections	465	\$46,500
4	Task No. 4 — Conduct Construction Site Inspections	300	\$30,000
5	Task No. 5 <u>Administrative Assistant Support</u>	960	\$52,800
A	Task Costs		\$353,725

II. Hourly Rates***

- A. Include titles and rates for all staff that could provide services under the contract.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
	Consultant Project Manager/Quality Control	Rae Beimer	\$175	565	\$98,875
1	Consultant Storm Water Program Manager (CSWPM)	Samuel Wilson Mike Smith	\$135	930	\$125,550
2	Consultant Business and Construction Compliance Inspector (CBCCI)	Nyles O'Harra	\$100	765	\$76,500
3	Consultant Administrative Assistant (CAA)	Nohemi Hernandez	\$55	960	\$52,800
4	Environmental Plan Checker	Jordan Koga	\$165	as needed	as needed
B	Total Personnel Costs				\$353,725

*** Attach additional sheets as necessary.

III. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** One-year base term with a four-year term optional extension
- C. **Additional Charges:** None. Any fees or charges not specified in Exhibit B will not be payable.
- D. Any request for increase in the Vendor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment will be effective July 1 of the following fiscal year.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.