



Helen M. Davies, M.S., CPSWQ
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May 12, 2016

To Whom It May Concern:

SUBJECT: REQUEST FOR PROPOSALS FOR EVALUATION OF COMPLIANCE TRACK FOR THE CALIFORNIA TRASH AMENDMENTS

Dear Sir or Madam:

The City of Escondido is seeking proposals for an evaluation of compliance tracks for the California Trash Amendments (Project). On April 7, 2015, the State Water Resources Control Board (SWRCB) adopted an Amendment to the Water Quality Control Plan for Ocean Waters of California (Ocean Plan) to Control Trash and Part 1 Trash Provision of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries (ISWEBE Plan). Together, they are collectively referred to as 'the Trash Amendments'. The objective of the Trash Amendments is to provide statewide consistency for the Water Boards' regulatory approach to protect aquatic life and public health beneficial uses, and reduce environmental issues associated with trash in state waters, while focusing limited resources on high trash generating areas.

It is anticipated that the Regional Water Quality Control Board (RWQCB) will be notifying jurisdictions during December 2016 within the San Diego Region, including the City of Escondido, of the requirement to comply. The City of Escondido will then have three months to advise the RWQCB which compliance track it will follow. The Project involves the evaluation of the requirements of the amendments, as well as an assessment of the costs, benefits and challenges associated with each of the compliance tracks and how either track might be implemented in the City of Escondido.

The findings and recommendations of the study, as well as a regional trash assessment study that will be completed by a consultant working for the County late in 2016, will be used by City Staff to develop a recommendation for Council approval. Three copies of consultant's proposal are to be submitted on or before 4:00 pm on Wednesday, June 8, 2016 to the **City Clerk** at 201 North Broadway, Escondido. To allow for proper processing the outside of the envelope should be clearly marked **Trash Amendment**.

PROJECT LOCATION AND INFORMATION

The City of Escondido is located in north east San Diego County. A preliminary assessment of the areas that would be subject to the trash amendment is presented in Exhibit A. The assessment should focus on these areas.

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Objective: To evaluate Trash Amendment compliance paths for the City of Escondido based on costs and engineering concepts. Provide information on approximate costs (capital and maintenance) for potential approaches to compliance paths Track 1 and Track 2 that will provide a basis for decision-making and more detailed work plan development as needed.

For Track 1 (Full Capture Approach), the City requests recommendations including the type and number of facilities needed, anticipated installation costs, locations, maintenance frequency, and time necessary for cleaning.

For Track 2 (Best Management Practice Approach), the City requests consideration of existing efforts to remove debris, including Public Works activities for street sweeping and community cleanups, anticipated capital and maintenance costs, and an assessment of the data available in relation to the requirements for tracking and reporting required for Track 2. The consultant will be expected to provide the City with any shape files generated during the assessment.

Data sources available: City of Escondido Drainage Master Plan (1995); MS4 GIS layer; GIS layer of land uses subject to regulations (Exhibit A); City of Escondido Creeks Hydraulic Study dated February 2016; locations of current BMPs (trash barriers, BMPs in the Right-Of-Way) in spreadsheet format, MS4 inspection and cleanout records for fiscal year 2015-16; street sweeping information (routes, frequency of sweeping, total volume of debris removed); information from Public Works regarding trash removal activities (We Clean Escondido, service requests, trash can maintenance); copy of regulations (http://www.waterboards.ca.gov/water_issues/programs/trash_control/).

WORK TO BE PERFORMED BY CONSULTANT

- **Task 1: Meetings**

- Attend three meetings with City staff (Utilities and Public Works/Engineering Departments). The first meeting will be a kickoff meeting, the second and third meetings will be workshops to explore potential compliance paths or options and additional data needs.

- **Task 2: Track 1 & Track 2 Compliance Path Assessment**

- Assess trash capture devices already accepted by State and Regional Boards in California (e.g., Los Angeles and San Francisco).
- Identify ways to implement trash capture that are easy to maintain in dry weather (avoiding confined space entry, significant labor investment) and

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that can be readily maintained during rain events (elimination of flood potential for example).

- Focusing maintenance effort in a few key areas may be one viable way for a small city crew to prevent flooding issues during a rain event and to maintain the infrastructure. Therefore efficiencies should be sought in implementation (e.g., nodes collecting multiple branches at points in the MS4).
- Identify and assess potential methods that could be used in trash capture including inlet filters, catch basin inserts, and end-of-pipe capture devices. Is a single trash capture method suitable for each track, or would a treatment train be required? What information needs to be provided to the Regional Water Board to demonstrate that there are some locations where full capture devices are infeasible?
- Consider the potential for contractor support for maintenance of devices.
- The assessment should be presented in tabular form with supporting figures as required. Provide numbers of each capture method needed, the locations where they will be deployed and cost estimates for installation and total maintenance costs on an annual basis.
-
- **Task 3: Cost-benefit comparison of Track 1 vs Track 2.**
 - A cost benefit comparison of Track 1 and Track 2. What full capture and ancillary BMPs will be needed to satisfy Track 2 compliance? How would maintenance, oversight and reporting costs compare between the two tracks? Other factors for consideration include risk and safety, liability, flood risk and potential variation in costs (minimum/maximum) for an accepted Track 2 workplan.

ENVIRONMENTAL

This study will not require California Environmental Quality Act (CEQA) clearance as this is designed as an evaluation document for compliance. CEQA evaluation will be conducted as necessary during program development.

BUDGET

Approximately \$50,000 has been budgeted to complete this initial assessment.

SCHEDULE

The project will commence early in July and a final report is required by November 14, 2016 or before.

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CONTENTS OF THE PROPOSAL

1. Proposed Project Team

List roles and responsibilities of all team members (maximum 2 double-sided pages)

2. Project Team Qualifications and References

Include information on the qualification of all team members. Team members should have demonstrated experience in design and construction of similar projects. Please include a list of representative and similar past projects with a contact's name and phone number in your proposal. Any sub-consultants used for supporting services not performed by members of your firm must be listed separately in your proposal (maximum 5 double-sided pages).

3. Scope of Work and Approach

Include information on the Consultant's approach to the project, potential challenges and how these challenges will be addressed (maximum 7 double sided pages).

4. Proposed Fee for Services

Provide detailed information on the number of hours assigned to each task and the associated hourly rate for each of the team members (maximum 3 double sided pages).

5. Proposed Schedule

Provide information outlining the schedule for major milestones in project design (maximum 2 double sided pages, page sizes greater than 8 ½ x 11 inches are allowed for the schedule only).

GENERAL

Enclosed is a copy of the City's standard form of contract for professional services. Please take note of the insurance requirements detailed in Paragraph No. 8. Be sure to review your current insurance policy and verify that your firm's coverage meets these minimum requirements. You will be required to provide an insurance certificate before entering into a contract with the City.

SELECTION PROCESS

The proposals will be evaluated based on the qualifications of the proposed team for design of similar projects, proposed schedule and the value for the service provided. The highest rated firm(s) may be interviewed by the City of Escondido.

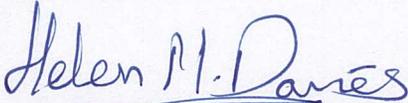
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It is requested that any questions be submitted in writing to the attention of Helen Davies @ hdavies@escondido.org.

Sincerely,



Helen Davies, M.S., CPSWQ
Environmental Programs Manager



CITY OF ESCONDIDO

CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: _____
760-xxxx
("CITY")

And: [Name]
[Street address]
[City, state, zipcode]
[Attn: (name of contact)]
[Insert telephone number]
("CONSULTANT")

Witness that whereas:

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- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$_____. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.

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- a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney:
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

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- d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

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15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

Note three options for signature are presented below, selection will depend on total project cost.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Department or Division Head Name & Title

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Graham Mitchell
City Manager

Date: _____

Department or Division Head

Date: _____

(Contractor signature)

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

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IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Exhibit A – Area of Escondido Subject to Trash Amendments

