

MEETING DATE: 8/11/08

AGENDA ITEM: Authorization to Issue a Request for Proposals for
Compliance Inspection Services for Culver City's NPDES
Program.

ATTACHMENTS

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REQUEST FOR PROPOSALS

COMPLIANCE INSPECTION SERVICES

for

NPDES/STORMWATER PROGRAM

August 2008

SUBMITTAL DEADLINE: 3:00 PM; WEDNESDAY, SEPTEMBER 10, 2008



SECTION 1 – GENERAL

The City of Culver City is seeking proposals from consulting firms with a proven track record in providing professional services of environmental compliance inspections.

SECTION 2 – PROGRAM DESCRIPTION

The request is for a consulting firm to provide and perform approximately 500 National Pollutant Discharge Elimination System (NPDES) mandated inspections of commercial sites. Inspection program must include appropriate reports and enforcement records. Provide City staff with full access to the hardcopy and electronic records and data related to the inspections for annual reporting purposes.

In addition, the consulting firm may be required to perform other types of inspections such as construction (GCASP), industrial (GIASP), illegal connection/illicit discharges (IC/ID), and other NPDES mandated inspections.

SECTION 3 – SCOPE OF SERVICES

The scope of services for this program will include the following tasks:

1. Develop list of commercial sites to visit from City's business license database.
2. Setup timeline to complete all inspections by June 30, 2009.
3. In FY 2008-2009 (July 1, 2008 to June 30, 2009), inspect approximately 500 facilities using the checklist attached as Exhibit No. 1 and provide to the City a weekly report of sites visited along with noted violations and enforcement actions.
 - a. If violations are detected, provide a correction notice to the site operator(s) with a copy to the property owner(s) and schedule follow-up inspection(s).
 - b. Perform follow-up inspection(s).
 - c. If the problems continue, enlist the City's Code Enforcement staff for enforcement actions.
4. Create database system to track inspection list and status of each facility.
5. Provide City staff with full access to the hardcopy and electronic records and data.



6. In FY 2009-2010, FY 2010-2011, FY 2011-2012 and FY 2012-2013 use the City's current business license database to update the list of commercial sites. Perform approximately 500 site inspections in each year according to the procedures described in item 3 above.

SECTION 4 - REQUIRED INFORMATION

Five (5) copies of the following information, one copy of which must be single-sided and unbound, are requested as part of the submittal requirements. Please use the following format:

1. Letter of Introduction – include the respondent's basic understanding of the proposal; limited to two pages.
2. Project Management – the legal name, year of establishment, and structure (i.e. sole proprietorship, partnership, corporation, etc.) of firm. The name, address, telephone number, and e-mail of the person to whom correspondence should be directed and the name of the person who has authority to negotiate on behalf of the firm.
3. Project Team – list the proposed project team members, by name and position, the function each person will perform, and the percent of time each will spend on this program. Provide resumes for each proposed team member, including past experience of each team member related to this program.
4. A list of sub-consultants, if any, proposed to assist the prime consultant. This list shall also include the sub-consultants' qualifications pertinent to this program.
5. The City must approve changes in key personnel subsequent to the award of the contract.
6. Approach – describe the firm's approach to Section 3 – Scope of Services in this RFP, as well as the level of involvement and interaction with City staff anticipated. Also describe what kind of information will be required from City staff.
7. Experience – provide a list of governmental agencies the firm and proposed team currently assists or has assisted in the past five years, in the capacity similar to the scope of services mentioned in this RFP. Include a brief description, including the length of time, of services provided for each government agency.
8. Term – the term of the contract entered into in response to this RFP will be 1 (one) year. The City and Consultant can choose to extend the term of the contract upon mutual



consent to do so. Rates and fees will be adjusted according to the Consumer Price Index as indicated in Item 9.b. below.

9. Rates – provide a not-to-exceed contract amount for the project, cost by each task listed in Section 3 – Scope of Services, and hourly rates for the personnel assigned to this program.
 - a. Provide a fee proposal that includes, as a minimum:
 - i. The number of anticipated hours per month to perform each task by each classification of personnel.
 - ii. When necessary, rates or fees per call-out to inspection site that is unexpected (GCASP, GIASP, IC/ID, etc.).
 - b. Each subsequent year after FY 2008-2009 rates and fees will be adjusted annually upon the anniversary date of the contract by the State of California Consumer Price Index (CPI), as referenced at www.dir.ca.gov/dlsr for the month in which the anniversary date occurs.
 - c. Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City in writing prior to commencement of actual change in work. No fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the City, without exception.
10. References – for each of the government agency listed as part of the firm's experience, provide a reference name, position, address, telephone, fax and e-mail.

SECTION 5 – METHOD OF SELECTION

The City will evaluate the proposals taking the following into consideration:

- a. Ability of the inspection team to perform the specific tasks required.
- b. Qualifications of the inspection team members and the relevant experience of the individuals involved.
- c. Demonstrated record of success by the consultant team on similar programs for governmental agencies.
- d. Responsiveness to this RFP and the completeness of the information provided.
- e. Thorough knowledge of State and Federal laws relating to MS4 NPDES permit and storm water regulations.



The proposed fee is not intended to be the governing factor in the selection process but will be considered. The proposed fee must be submitted in a sealed envelope, separate from the proposal.

Interviews will be scheduled with the top candidates. The City in its sole discretion will determine how many and which firms will be invited to interview.

SECTION 6 – SOLE AUTHORITY

Rights of Rejection

The City intends to award a contract to the respondent that demonstrates the highest level of expertise and capabilities to provide the requested services. The City reserves the right to reject any and all proposals or to re-issue the RFP when such action shall be considered in the best interest of the City.

By submitting a response to this RFP, prospective consultants waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFP. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by the prime consultant. The City's policy is to screen consultants based upon their proposal and project reference checks.

SECTION 7 – RFP QUESTIONS

Questions regarding this Request for Proposals must be submitted no later than **5:00 P.M. PST on Wednesday, August 27, 2008 by e-mail**. Questions should be submitted to:

damian.skinner@culvercity.org

Responses to RFP questions will be e-mailed only to RFP holders who have provided an e-mail contact.



SECTION 8 – CONTRACT

The lead firm will be required to enter into an agreement with the City of Culver City prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the consultant and the City. The terms of the agreement will include, among other items, insurance requirements established by the City. A sample form professional services contract is attached as Exhibit No. 2.

Errors and omissions insurance shall provide a minimum coverage limit per claim of not less than \$1,000,000 per claim/\$1,000,000 in aggregate with an additional \$1,000,000 in exclusive coverage to the Program. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until Final Completion and includes at least a one year discovery period after completion of the program.

All firms are required to have Worker's Compensation coverage and General Liability and Automobile Liability, each with a limit of \$1,000,000, naming the as additional insured and provide for a 30-day notice of cancellation. Additionally, the consultant is also required to have the insurance company execute the City's Special Endorsement form. A copy of the Special Endorsement form is attached as Exhibit No. 3. The firm and all sub-consultants must obtain a City of Culver City business tax certificate.

Should the City's relationship with the firm /contractor end during any phase of the inspection program, the City will retain possession of and exclusive rights to any inspection records and/or documents produced by the consultant.

SECTION 9 – PROPOSALS DUE

Five copies of the proposal and your proposed fee in a separate sealed envelope must be submitted **by 3:00 P.M., September 10, 2008** to the address shown below. Postmarks will not be accepted in lieu of delivery. Proposals are to be sent to:

Damian Skinner
Environmental Programs & Operations Division Manager
Culver City Public Works Department
9505 Jefferson Boulevard
Culver City, CA 90232-0507

All submittals must be clearly marked as "Proposal for Professional Compliance Inspection Services for Culver City's NPDES Program."



City Hall business hours are 7:30 am - 5:30 pm, Monday through Friday, City Hall is closed alternate Fridays and will be closed on August 15, 2008.

SECTION 10 – FURTHER INFORMATION/CONTACT

Kaden Young, Associate Engineer

kaden.young@culvercity.org

(310) 253-6445

Damian Skinner, Environmental Programs & Operations Division Manager

damian.skinner@culvercity.org

(310) 253-6421

EXHIBITS:

1. Sample Inspection Checklist
2. Sample Form Professional Services Contract
3. Special Endorsement Form

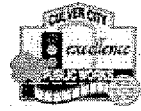


EXHIBIT 1

Sample Inspection Checklist



CITY OF CULVER CITY

Department of Public Works
Environmental Programs & Operations Division
STORMWATER INSPECTION CHECKLIST

Date:

Time:

REASON FOR INSPECTION

☐ First Inspection

☐ Response to Complaint

☐ Second Inspection

☐ Follow Up

☐ New Facility

☐ Other:

Site Name:

Site Address:

SIC Number:

SIC Narrative:

WDID Number:

SWPPP on site:

Site Contact:

Position/Title:

Phone:

Email:

Owner:

Owner's info:

GENERAL	YES	NO	N/A	COMMENTS
Is the site free of litter and debris?				
Are discharge locations free of sediment and debris?				
Are parking lots, sidewalks and streets free of sediment and debris?				
Is pressure washing of parking lots or sidewalk conducted at the facility?				
If so, is wash water captured?				
Are roof downspouts directed away from areas of potential pollutants?				
LANDSCAPING				
Are irrigation systems programmed to minimize over-watering and runoff?				
Are stockpiles of soil or landscape waste equipped to prevent runoff?				
MATERIALS & WASTES				
Are adequate trash containers provided?				
Are adequate recycling containers provided?				
Is the trash/recycling area enclosed and free of litter and debris?				
Is timely service and removal provided to prevent waste containers and sanitary facilities from overflowing?				
Are outdoor material storage areas adequate (covered areas with secondary containment)?				
Are outdoor storage containers properly labeled?				
Is there an accessible spill response plan and kit?				
Are loading and unloading areas free of spills and debris?				
EQUIPMENT & VEHICLES				
Are exposed parking areas free of significant spills and leaks?				
Are heavy equipment and vehicles stored in garages or under canopies?				
Are vehicle maintenance activities conducted within contained areas (garage, canopy, work shop)?				
Are vehicle-fueling areas covered and are storm drain inlets protected from spills and leaks?				
Is vehicle washing performed in a contained area where runoff does not enter the MS4?				
Are biodegradable soaps used for cleaning activities?				
FOOD ESTABLISHMENTS				
Does facility have a grease trap or interceptor?				
Are copies of maintenance attached?				
Does the restaurant hose off the site?				
Are floor mats hosed off? If so, where?				
Are storm drain inlets free of grease and other food debris?				
NON-STORMWATER MANAGEMENT				
Is the site free of evidence of illicit connections and illegal discharge?				
Is the site free of evidence of unauthorized releases to storm drains?				
OTHER				
Are there any other potential storm water pollution issues or concerns?				
Are all applicable BMPs being implemented?				
Were any educational materials distributed?				
RECOMMENDED CORRECTIVE ACTION:				
VIOLATION:				



EXHIBIT 2

Sample Form Professional Services Contract

SAMPLE

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: (Consultant).

FOR: Professional Compliance Inspection Services for Culver City's NPDES Program

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and (Consultant), a _____ corporation, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service".
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Public Works Director.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement.
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____. shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. Consultant shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others, caused by or resulting from any acts, errors or omissions of Consultant, its employees or its agents arising out of or connected with rendition of services hereunder. Consultant shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims, including costs, for damages to real or personal property, or

personal injury or death, resulting from Consultant's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Consultant shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage, City's Special Endorsement Form naming City as additional insured, Professional Liability in the minimum amount of One Million Dollars (\$1,000,000), Automobile Liability in the minimum amount of \$1,000,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:
- To City: City of Culver City
 Attn: Charles D. Herbertson, Public Works Director
 9770 Culver Boulevard
 Culver City, CA 90232-0507
- To Consultant:
14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.

19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

(CONSULTANTS)

Dated: _____

By _____

Its _____

Dated: _____

By _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____

Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Marlee Chang
City Controller

Nagam Rao
Treasury Division Manager



EXHIBIT 3

Special Endorsement Form

SPECIAL ENDORSEMENT
CITY OF CULVER CITY

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of Culver City and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City of Culver City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City of Culver City, and includes a severability of interest clause; and
2. Provide any general aggregate limit shall apply separately to the above subject contract; and
3. Provide the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
4. Provide the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
5. Provide the additional insureds named herein shall not by any reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever; and
6. Provide the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney and Public Works Director/City Engineer of the City of Culver City by certified mail, return receipt requested, and addressed as follows:

City Attorney
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

This endorsement is effective _____, 20____, when signed below by an Authorized Representative of _____ and, when issued to City shall be valid and form part of Policy(ies) No. _____ insuring _____, expiring on _____ and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

Insurer: _____

By: _____

Name and Title: _____

CITY OF CULVER CITY

PROJECT NO. _____

PROJECT NAME: _____

OR NAME OF AGENT OR BROKER

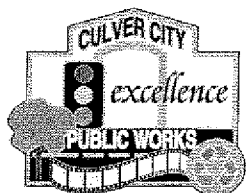
Address: _____

By: _____

(Signature of Authorized Representative)

Attachment: Certificate of Insurance

(If signed by other than insurer, proof of authority to bind insurer must accompany this form)



CITY OF CULVER CITY

Department of Public Works
Environmental Programs & Operations Division
STORMWATER INSPECTION CHECKLIST

Date:

Time:

REASON FOR INSPECTION

☐ First Inspection

☐ Response to Complaint

☐ Second Inspection

☐ Follow Up

☐ New Facility

☐ Other:

Site Name:

Site Address:

SIC Number:

SIC Narrative:

WDID Number:

SWPPP on site:

Site Contact:

Position/Title:

Phone:

Email:

Owner:

Owner's info:

GENERAL	YES	NO	N/A	COMMENTS
Is the site free of litter and debris?				
Are discharge locations free of sediment and debris?				
Are parking lots, sidewalks and streets free of sediment and debris?				
Is pressure washing of parking lots or sidewalk conducted at the facility?				
If so, is wash water captured?				
Are roof downspouts directed away from areas of potential pollutants?				
LANDSCAPING				
Are irrigation systems programmed to minimize over-watering and runoff?				
Are stockpiles of soil or landscape waste equipped to prevent runoff?				
MATERIALS & WASTES				
Are adequate trash containers provided?				
Are adequate recycling containers provided?				
Is the trash/recycling area enclosed and free of litter and debris?				
Is timely service and removal provided to prevent waste containers and sanitary facilities from overflowing?				
Are outdoor material storage areas adequate (covered areas with secondary containment)?				
Are outdoor storage containers properly labeled?				
Is there an accessible spill response plan and kit?				
Are loading and unloading areas free of spills and debris?				
EQUIPMENT & VEHICLES				
Are exposed parking areas free of significant spills and leaks?				
Are heavy equipment and vehicles stored in garages or under canopies?				
Are vehicle maintenance activities conducted within contained areas (garage, canopy, work shop)?				
Are vehicle-fueling areas covered and are storm drain inlets protected from spills and leaks?				
Is vehicle washing performed in a contained area where runoff does not enter the MS4?				
Are biodegradable soaps used for cleaning activities?				
FOOD ESTABLISHMENTS				
Does facility have a grease trap or interceptor?				
Are copies of maintenance attached?				
Does the restaurant hose off the site?				
Are floor mats hosed off? If so, where?				
Are storm drain inlets free of grease and other food debris?				
NON-STORMWATER MANAGEMENT				
Is the site free of evidence of illicit connections and illegal discharge?				
Is the site free of evidence of unauthorized releases to storm drains?				
OTHER				
Are there any other potential storm water pollution issues or concerns?				
Are all applicable BMPs being implemented?				
Were any educational materials distributed?				
RECOMMENDED CORRECTIVE ACTION:				
VIOLATION:				