

**RANCHO  
CUCAMONGA**

**REQUEST FOR PROPOSALS**

**FOR**

**NORTH EASTERN SPHERE ANNEXATION PROJECT**

**City of Rancho Cucamonga  
Planning Department  
10500 Civic Center Drive  
Rancho Cucamonga, California 91730**

**Release Date: February 19, 2015  
Deadline for Submissions: March 30, 2015 at 5:00 p.m.**

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**INTRODUCTION AND PROJECT VISION:**

The City of Rancho Cucamonga is soliciting proposals from qualified consultants to assist City staff in completing the pre-zoning and annexation of a portion of the City's northern sphere of influence. This will include a General Plan Amendment, Specific Plan amendment, creation of a new Specific Plan, Development Code amendment, annexation application and associated documentation, and environmental documentation (i.e., Program Environmental Impact Report). The area to be annexed is currently within the jurisdiction of the County of San Bernardino. Generally located north of Interstate 210 and east of Haven Avenue to the City's easterly boundary (Exhibit A – Regional Vicinity Map), the North Eastern Sphere Annexation Project consists of 4,115 acres of mostly undeveloped lands and open space.

The City envisions a significant portion, approximately 2,915 acres, of the northerly portion of the annexation area to remain as open space area or allow for very limited development. The remaining 1,200 acres in the southern portion of the annexation area is envisioned to be developed as a memorable residential "village" with a distinct sense of place and use of sustainability principles, such as walkable, compact design, mix of uses, and multi-modal transportation options (Exhibit B – Annexation Area).

In the early to mid-2000s, the annexation process was initiated for the same area. The intention at that time was to annex the area into the City and incorporate the same land uses allowed by the County of San Bernardino. However, due to the change in economic conditions in the late 2000s, the project was not completed and the area was not annexed to the City.

In early 2014, the annexation was re-initiated as originally intended and Stanley R. Hoffman Associates prepared an update to the *Plan for Service and Fiscal Analysis*. Recently, the project scope has been expanded to include the potential for additional development on the 1,200 acres of the overall 4,115 acres. The City will continue to utilize Stanley R. Hoffman Associates to provide an updated *Plan for Service and Fiscal Analysis* that is based on the land use planning effort that is the subject of this RFP and participate as part of the project team.

**REGIONAL SETTING:**

The City of Rancho Cucamonga is a suburban community located in southwestern San Bernardino County in Southern California. The City is bordered by the cities of Upland, Ontario, and Fontana on the west, south, and east, respectively. To the north is the San Gabriel Mountain range.

The City's early development was characterized by agricultural activity that dominated the region during the late 1800's and early 1900's. The cultivation of citrus and grapes were the principal agricultural activities in the area that would later become the City of Rancho Cucamonga. The City originally developed as three distinct communities: Alta Loma, Cucamonga, and Etiwanda. These communities were generally located in what would become the City's northwest, southwest, and northeast "quadrants", respectively. With the goal of establishing a quality community, these three communities merged and incorporated as a city in 1977.

Since the City's incorporation in 1977, the population has grown 350 percent and features widespread residential, commercial, and industrial development. Encompassing 50 square miles within its corporate

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portion of the annexation area. With these improvements, a portion of upper annexation area is designated as a Special Flood Hazard Zone within the 100-year floodplain while areas to the east and west of this area are in the Minimum Hazard Area. The area to the south that is protected by the levee is designated as a Moderate Hazard Area within the 500-year floodplain;

- Extending east and west along the upper reaches of the annexation area is the Cucamonga Fault, which is an existing, designated Alquist-Priolo Earthquake Zone. The southernmost central leg of the annexation area is traversed by the Red Hill Fault, which is designated as a Low Ground Rupture Potential Zone;
- The annexation area contains significant aggregate resources, as designated by the California Geological Survey (CGS);
- All of the annexation area is within the Very High Fire Hazard Severity Zone as designated by the California Department of Forestry and Fire Protection (Cal Fire). A majority of the annexation area is within a State Responsibility Area (SRA). Cal Fire is financially responsible for the prevention and suppression of wildfires in SRAs; and,
- A majority of the annexation area is within County Service Area (CSA) 120, which provides for the management, protection and operation of open space and habitat conservation and mitigation. CSA 120 also has territory in the Cities of Fontana and Rancho Cucamonga. Formed in July 2009, it included the dissolution of CSA 70 Zones OS-1 and OS-3. CSA 120 is governed by the San Bernardino County Board of Supervisors and has an advisory commission. Located within CSA 120, the North Etiwanda Preserve was established as a habitat preservation area on February 10, 1998, when the San Bernardino County Board of Supervisors accepted mitigation land from San Bernardino Associated Governments (SANBAG) for impacts related to construction of the 210 Freeway. The initial 762 acres acquired for the North Etiwanda Preserve consisted primarily of a unique Riversidean Alluvial Fan Sage Scrub plant community and was purchased by the San Bernardino Associated Governments to be preserved as natural habitat for impacts to the Coastal California Gnatcatcher and similar habitat consumed by the development of the 210 freeway. Ongoing conservation efforts have enabled expansion of the Preserve to over 1200 acres.

Surrounding the annexation area to the south and east are single-family residential developments. To the north and west is generally undeveloped area, including the San Bernardino National Forest, and rurally developed properties.

***General Plan and Zoning Designations***

The City's General Plan currently designates the project area as being within the City's sphere of influence. The area is currently under the jurisdiction of the County of San Bernardino. Land use designations within the project area include Hillside Residential, Conservation, Open Space, and Flood Control/Utility Corridor, as depicted on the Land Use Plan (Exhibit C – Land Use Plan Figure LU-2).

Approximately 3,450 acres of the easterly portion of the area was pre-zoned by the City in 1992 as part of the Etiwanda North Specific Plan (Exhibit D – Etiwanda North Specific Plan Land Use Plan). The remaining 685 acres is outside of the ENSP (Exhibit E – Zoning Map).

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boundaries and sphere-of-influence, Rancho Cucamonga has a total population of 172,269 (CA DOF, 2014) and an employment base with more than 72,000 jobs.

There are a wide range of residential, commercial, and industrial land uses within the City that serve both the local and regional population. The majority of the City's residential land uses are located within the three aforementioned communities. Commercial land uses are distributed throughout the City along its major streets including Foothill Boulevard (historic US Route 66), Base Line Road, Archibald Avenue, Haven Avenue, and Milliken Avenue. The City's industrial land uses are generally located south of Foothill Boulevard and in the City's southeast "quadrant".

The City enjoys excellent access to regional multi-modal transportation facilities, including three freeways (Interstate 10 and 15 and State Route 210), arterial roadways, multi-purpose trails, passenger rail service at the Rancho Cucamonga Metrolink Station, and Ontario International Airport.

**PROJECT LOCATION:**

The annexation area is generally located north of Interstate 210 and west of Interstate 15. More specifically, the area is located immediately north of the City's corporate boundary (Exhibit A – Regional Vicinity Map) and east of the northerly extension of Haven Avenue, and extending to the corporate boundary of the City of Fontana.

The annexation area is approximately 5 miles from east to west and approximately 1 mile north to south with western and eastern "legs" extending approximately 1 to 1.5 miles further south (Exhibit B-Annexation Area). The western leg is bounded generally by Deer Creek to the west and Day Creek Channel to the east and extends to Banyan Street and the eastern leg extends south to Wilson Avenue between the western boundary of the San Sevaine Wash and the City of Fontana corporate boundary to the east.

Regional access from the I-210 to the Annexation area is from the Day Creek Boulevard, Milliken Avenue, and Haven Avenue off-ramps. From the I-15, access is from the Wilson Avenue/Summit Avenue exit. In addition, the City is completing the segment of Wilson Avenue between East and Wardman Bullock, which will connect Wilson Avenue to Day Creek Boulevard.

**PROJECT SETTING:**

The annexation area lies at the base of the San Gabriel mountains, with elevations ranging from 3,000 feet above sea level at the northwestern boundary to 1,600 feet at the southern boundary. As a result, the project site offers dramatic mountain views to the north as well as sweeping valley views to the south.

Historically, very little development has occurred in the annexation area, which is characterized by mostly undeveloped and rural properties. A majority of the area is devoted to public facilities and uses, and features resources or conditions that have constrained development and offer a significant opportunity to provide for contiguous open space and wildlife habitat, as outlined below and depicted in the City's General Plan (<http://www.cityofrc.us/cityhall/planning/genplan.asp>):

- There are a number of facilities that control storm runoff from the mountains, including the Deer Canyon Debris Basin, Day Creek Debris Basin, and a levee extending east to west within the central

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***Existing Development***

Existing development and uses within the annexation area include:

- Scattered single-family residences;
- Ling Yen Mountain Temple;
- Water wells;
- Southern California Edison transmission lines;
- Dirt trails that traverse the area and lead to the San Bernardino National Forest;
- Southern California Edison transmission lines;
- Storm water detention/retention facilities that channel and control drainage from three watersheds including Deer Canyon, Day Canyon and East Eitwanda Canyon;
- Day Creek and Etwanda spreading grounds; and,
- Aggregate mining/rock crushing operations in the westerly leg of the annexation area.

***Property Owners***

A significant portion of the annexation area is owned by public entities, including:

- Cucamonga Valley Water District;
- San Bernardino County Flood Control District;
- County of San Bernardino;
- County Service Area 120;
- Metropolitan Water District of Southern California;
- Southern California Edison;
- City of Los Angeles; and,
- United States of America (USDA).

It is important to note that the southernmost 1,200 acres is comprised of several parcels that are owned by the San Bernardino County Flood Control District, which has indicated an interest in the pre-zoning of this area. In addition, there are approximately thirty (30) private property owners in the area, including the Ling Yen Mountain Temple, which owns a significant amount of land in the eastern portion of the annexation area.

***Service Providers***

Agencies and entities that currently provide service and are anticipated to provide service to the annexation area are shown in the table below. Please note that the West Valley Mosquito & Vector Control District also provides service in this area, but is not listed on the table.

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**Service Providers Before and After Proposed Annexation  
North Eastern Sphere Annexation, City of Rancho Cucamonga**

| Service Type   | Current Service Provider  | Anticipated Service Provider  |
|--|---|---|
| <b>General Government - Administrative Services</b>  | San Bernardino County   | Rancho Cucamonga  |
| <b>General Government - Other:</b><br>Planning<br>Building Services<br>Development Review<br>Code Compliance<br>Business Licensing | San Bernardino County<br>San Bernardino County<br>San Bernardino County<br>San Bernardino County<br>San Bernardino County               | Rancho Cucamonga<br>Rancho Cucamonga<br>Rancho Cucamonga<br>Rancho Cucamonga<br>Rancho Cucamonga  |
| <b>Fire and Paramedic:</b><br>Structural<br>Wildland   | Rancho Cucamonga Fire Protection District (RCFPD)<br>San Bernardino County/California Department of Forestry                            | Rancho Cucamonga Fire Protection District (RCFPD)<br>Rancho Cucamonga Fire Protection District (RCFPD)                                  |
| <b>Ambulance Services</b>  | American Medical Response (AMR), Shaefer Ambulance  | American Medical Response (AMR)   |
| <b>Law Enforcement</b>   | San Bernardino County Sheriff   | City contract with San Bernardino County Sheriff  |
| <b>Library</b>   | San Bernardino County Public Library  | Rancho Cucamonga Public Library   |
| <b>Parks and Recreation:</b><br>Regional Facilities<br><br>Local Facilities  | San Bernardino County<br>Special District for Etiwanda North Preserve<br>None   | San Bernardino County<br>Special District for Etiwanda North Preserve<br>Rancho Cucamonga Community Services Department                 |
| <b>Animal Control</b>  | San Bernardino County Animal Care and Control   | Rancho Cucamonga Animal Center  |
| <b>Street Lighting</b>   | Currently no street lights in annexation area   | City-wide Street Lighting District  |
| <b>Landscape Maintenance</b>   | San Bernardino County   | Rancho Cucamonga  |
| <b>Water</b>   | Cucamonga Valley Water District (CVWD)<br>Metropolitan Water District of Southern California  | Cucamonga Valley Water District (CVWD)<br>Metropolitan Water District of Southern California  |
| <b>Wastewater</b>  | Inland Empire Utilities Agency (IEUA)   | Inland Empire Utilities Agency (IEUA)   |
| <b>Transportation:</b><br>Freeways and Interchanges<br>Arterials and Collectors<br>Local Roads<br>Transit                          | Cal Trans<br>San Bernardino County Public Works<br>San Bernardino County Public Works<br>Omnitrans                                      | Cal Trans<br>Rancho Cucamonga Public Works<br>Rancho Cucamonga Public Works<br>Omnitrans  |
| <b>Flood Control and Drainage:</b><br>Regional Facilities<br>Local Facilities  | San Bernardino County Flood Control District<br>San Bernardino County Public Works  | San Bernardino County Flood Control District<br>Rancho Cucamonga Public Works   |
| <b>Utilities:</b><br>Cable/Internet Provider/Phone<br>Telephone<br>Power<br>Natural Gas  | Charter Communications, Time Warner, Verizon<br>Verizon Communications<br>Southern California Edison<br>Southern California Gas Company | Charter Communications, Time Warner, Verizon<br>Verizon Communications<br>Southern California Edison<br>Southern California Gas Company |
| <b>Schools</b>   | Etiwanda School District (K-8)<br>Chaffey Joint Union High School District (9-12)   | Etiwanda School District (K-8)<br>Chaffey Joint Union High School District (9-12)   |
| <b>Solid Waste Management</b>  | San Bernardino County Solid Waste Management Division -<br>Burrtec Waste Management Industries  | Burrtec Waste Industries has franchise agreement<br>with City of Rancho Cucamonga   |

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rancho Cucamonga, website  
City of Rancho Cucamonga, *Adopted Budget 2013/14*  
San Bernardino County Local Agency Formation Commission

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**PROJECT GOALS AND OBJECTIVES:**

As noted in the Introduction, the City would like to annex the project area and establish a land use framework that creates a balance of conservation and development opportunities. In support of this overall concept, the goals and objectives below have been identified. It is anticipated that these goals and objectives will be refined and expanded upon during the initial phases of the project.

- Extend the City's corporate boundaries to the north consistent with Exhibit B (Annexation area) by completing the annexation process through the San Bernardino County Local Agency Formation Commission.
- Amend service boundaries for affected service providers within the area to be annexed.
- Establish a new policy and regulatory framework for the area to be annexed to accommodate both open space and conservation as well as new development. Approximately 3,450 acres of the easterly portion of the area was pre-zoned by the City in 1992 as part of the Etiwanda North Specific Plan (ENSP). The remaining 685 acres is outside of the ENSP. To support the new planning program, the project will include a General Plan amendment, amendment to the Etiwanda North Specific Plan, preparation of a new Specific Plan, and a Development Code amendment.

The City would like to accommodate open space and conservation on 2,915 acres in the northern portion of the annexation area and residential development on approximately 1,200 acres in the southern portion of the annexation area. Residential development is envisioned to be in the form of a "residential neighborhood village" that features a mix of residential, neighborhood retail and service commercial, and public uses arranged in a compact land use pattern that would encourage residents to walk to neighborhood services, schools, parks and other amenities. It is anticipated that the amount of development that is envisioned would be more than what is allowed under the County's jurisdiction. Some initial concepts for this area include:

- A mix of detached and attached housing types for a mix of incomes, including innovative senior housing concepts;
- A mix of neighborhood retail and service commercial uses that would serve new and existing developments in the northern portion of the City;
- Community focal points and gathering spaces;
- Emphasis on creating a healthy community and encouraging active living;
- Open space and recreational opportunities and amenities that complement and align with the City's General Plan and development standards for recreational facilities, and are fiscally sustainable;
- Multi-modal transportation facilities that place an emphasis on non-motorized transportation and inter-connectivity between existing and planned facilities;
- Connectivity to and extension of the community and regional train system for pedestrian, bicyclists, and equestrians;
- Use of sustainable planning principles addressing, at a minimum, water and energy conservation, water quality, green building practices, urban agriculture or community gardens, etc.;

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- A community aesthetic within the buildings, infrastructure, and landscaping that creates a memorable experience and distinct sense of place; and,
- Edges that are sensitive to surrounding low-density residential development and buffer new development from potentially incompatible uses (i.e., mining activities).
  
- Address and successfully incorporate existing uses and facilities into the planning program for the annexation area, including flood control functions and facilities, open space and conservation, and mining/rock crushing.
  
- Address the incorporation of a State Responsibility Area for wildfire prevention and suppression into the City's corporate boundaries and the associated financial implications.
  
- Create a density transfer process to provide an incentive for property owners to transfer development rights from areas designated for open space to areas where additional development is desired within the City.
  
- Ensure an effective and strategic outreach strategy that seeks to create support for the project from the public as well as affected service providers.

**WORK PRODUCTS AND COMPONENTS:**

The project includes all work products and services necessary to complete the pre-zoning and boundary amendments for the City's corporate boundaries as well as affected service districts. At a minimum, the following components are anticipated:

- Planning entitlements, including:
  - General Plan Amendment: The project will include an amendment to the General Plan to support land use and other policy changes needed to support the project and create consistency between the proposed Specific Plan and Development Code Amendment. Necessary amendments to each of the elements, including, but not limited to, Land Use, Community Design, and Historic Resources Element, Community Mobility Element, Resource Conservation Element, Public Facilities and Infrastructure Element, and Public Health and Safety Element will need to be included in the project scope.
  - Fiscal Impact Analysis: To support and evaluate the proposed land use changes, the City would like to conduct a Fiscal Impact Analysis to identify costs to the General Fund over the life of the project. This analysis will incorporate and expand upon the findings of the *Plan for Service and Fiscal Impact* that will be prepared by Stanley R. Hoffman to identify the most beneficial mix of residential and commercial development.
  - Health Impact Assessment: The City would like to incorporate a Health Impact Analysis into the project to inform the land use planning process.

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- *Pre-Zone/Specific Plan/Etiwanda North Specific Plan Amendment:* The project includes an amendment to the ENSP to remove the annexation area from the ENSP as well as the creation of a new Specific Plan that will address the goals and objectives for the southern 1,200 acres, which is envisioned for residential development. The remaining area will be addressed by the General Plan and Development Code. At a minimum, the new Specific Plan will need to include a land use plan and regulations, design guidelines for all project components, infrastructure master plans, a phasing plan and implementation measures, including anticipated financing measures. It is expected that the Specific Plan will be based upon sufficient conceptual engineering to establish the feasibility of the land use and infrastructure plans. The Plan should also include a number of graphics to successfully convey the expected character of the community, development concepts, and design guidelines.
- *Development Code Amendment/Zoning Map Amendment:* The Consultant Team will be responsible for preparing a development code and zoning map amendment to support the anticipated land use changes and establish the associated regulatory provisions. In addition, the amendment will also address the goals and objectives related to mining and density transfers by establishing appropriate standards and procedures.
- Annexation documents, including, but not limited to, the documents described below. It is anticipated that the Consultant Team will have experience in processing successful annexations and will provide additional guidance and expertise to the City, as needed.
  - *Annexation Application.* The Consultant Team will coordinate with Stanley R. Hoffman Associates to prepare and submit a formal application to the San Bernardino County Local Agency Formation Commission. The Consultant Team will assist staff in working with the San Bernardino Local Agency Formation Commission to complete the annexation process.
  - *Plan for Service and Fiscal Analysis.* A draft *Plan for Service and Fiscal Impact* was updated in 2014 by Stanley R. Hoffman Associates; however, the project scope was expanded to include the potential for additional development on 1,200 acres of the overall 4,115 acres. The City will continue to utilize and contract directly with Stanley R. Hoffman Associates to provide an updated *Plan for Service and Fiscal Analysis* and participate as part of the project team.
  - *Service District Boundary Amendments:* The Consultant Team will be responsible for assisting staff in completing all necessary service boundary adjustments prior to the San Bernardino Local Agency Formation Commission's action on the annexation.
- *Program Environmental Impact Report:* Environmental documentation, including all necessary technical studies, to comply with the California Environmental Quality Act for all project components. The City of Rancho Cucamonga will act as the Lead Agency. A Program Environmental Impact Report is the anticipated type of documentation; however, this document will need to provide sufficient detail and analysis at a project level to streamline the environmental review that is necessary to accompany subsequent development proposals that are consistent with the project.

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**SCOPE OF SERVICES REQUESTED:**

The following tasks and work products are the minimum expected to be provided by the Consultant Team as part of the project. It is expected that the Consultant Team will provide additional guidance and technical expertise to facilitate the project in the most efficient and effective manner.

**PROJECT TASKS**

**TASK 1: PROJECT KICK-OFF AND WORK PROGRAM REFINEMENT**

The selected Consultant Team will meet with City staff to review the scope of work and make minor adjustments as necessary.

**TASK 2: PRELIMINARY ISSUES, OPPORTUNITIES, AND CONSTRAINTS**

Identifying preliminary issues, opportunities, and constraints is an important, upfront task that will provide the framework and context for the planning and annexation effort. The Consultant Team will survey existing conditions, review the existing policy and regulatory framework, collect information from affected agencies and stakeholders as well as other pertinent information to prepare a preliminary list of issues, opportunities, and constraints for all project components.

**TASK 3: PROJECT DESCRIPTION AND NOTICE OF PREPARATION**

Based upon the findings of Task 2, the Consultant Team will develop the project description for review and approval of the City. Once the project description is finalized, the Notice of Preparation for the Environmental Impact Report will be circulated. This task will also include one or more scoping meetings with responsible and trustee agencies, and the Department of Transportation, as needed. Early consultation with the San Bernardino County Local Agency Formation Commission staff will be mandatory.

**TASK 4: ADMINISTRATIVE DRAFT DOCUMENTS**

The consultant team will prepare all technical studies and administrative draft documents that are necessary to complete the pre-zoning process and prepare for the formal annexation process. The team will also coordinate with Stanley R. Hoffman Associates to complete the *Plan for Service and Fiscal Impact* based upon the final project description. All Administrative Draft documents will be sent to the San Bernardino County Local Agency Formation Commission for preliminary review prior to the submittal of an application for annexation to ensure that any potential issues are vetted early in the planning process.

**TASK 5: PUBLIC OUTREACH**

The Consultant Team, with assistance from City staff, will prepare an effective outreach strategy and conduct public outreach with stakeholders and members of the public to present

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the project, solicit feedback, and garner support for the project. The Consultant Team will prepare a synthesized outline of public comments.

**TASK 6: DRAFT DOCUMENT PREPARATION AND CIRCULATION FOR PUBLIC REVIEW**

Once the public outreach has been completed, the Consultant Team will revise the Administrative Draft Documents, as necessary, for the City's review. Once the Draft Documents are finalized, the Consultant Team will be responsible for circulating them for public review in accordance with the California Environmental Quality Act. At the completion of the public review period, the Consultant Team will be responsible for refining the draft documents and preparing the Final Environmental Impact Report, including Responses to Comments and Mitigation Monitoring Program. The Consultant Team will also be responsible for preparing a Statement of Overriding Considerations, if required.

**TASK 7: PUBLIC WORKSHOP AND PUBLIC HEARINGS**

The Consultant Team will present the pre-zoning components of the project to the Planning Commission and City Council for final action. It is anticipated that one (1) joint workshop with the Planning Commission and City Council will be held in advance of one (1) public hearing for with the Planning Commission and one (1) public hearing with the City Council.

**TASK 8: SERVICE BOUNDARY ADJUSTMENTS AND ANNEXATION**

The Consultant Team will be responsible for assisting staff in completing all necessary service boundary adjustments as well as the annexation process with the San Bernardino County Local Agency Formation Commission.

**DELIVERABLES:**

Seven (7) unbound original for reproduction purposes and one (1) electronic copy (CD-ROM) of all work products shall be submitted and deemed the property of the City. In addition, the final work product (master plan networks, etc.) will need to be converted to a GIS format to be incorporated into the City's GIS system.

**SCHEDULE:** The pre-zoning process, including final adoption by the City Council, is anticipated to be completed by May 1, 2016, and no later than July 1, 2016. It is anticipated that the formal annexation application will be submitted to the San Bernardino County Local Agency Formation Commission following City Council adoption of the pre-zoning.

**SUBMITTAL REQUIREMENTS:**

Ten (10) copies of the proposal must be received in person or by mail in the City of Rancho Cucamonga Planning Department no later than **5:00 p.m. on March 30, 2015**. Late proposals will not be considered. Proposals should be addressed to:

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Karen Peterson, Planning Manager  
City of Rancho Cucamonga Planning Department  
10500 Civic Center Drive  
Rancho Cucamonga, California 91730

At a minimum, proposals should include:

1. **Letter of Interest.** Provide a cover letter expressing your interest in the project. Include name, address, phone number, and email address of the primary contact; identifying the capacity of this person.
2. **Statement of Qualifications.** Describe the company's qualifications and experience related to similar projects.
3. **Experience with Similar Projects:** Provide a list of at least five (5) or more similar projects that the firm and staff proposed for assignment have successfully completed;
4. **References.** Please provide at least two (2) references for other similar work performed.
5. **Legal Entity.** Describe the legal entity with which the City would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees.
6. **Project Management.** Identify the members of the project team, including the project manager, key consultants, and sub-consultants; include their names and positions, their qualifications, list of similar projects in which they assumed substantial roles, and responsibilities related to the assignment. It is expected that individuals identified as the project team will be actively involved throughout the project.
7. **Approach and Budget.** Provide a narrative that explains your approach to realizing the specifications stated in the enclosed RFP. Include a description of the approach for the project, including, but not limited to:
  - Overall approach;
  - Detailed scope of work that incorporates and expands upon the guidance provided in this Request for Proposals;
  - Discussion of how the proposed team will interact and incorporate the *Plan for Service and Fiscal Analysis* to be prepared by Stanley R. Hoffman Associates;
  - Detailed schedule of deliverables that demonstrates how the scope of work will be delivered in an efficient and logical sequence with the pre-zoning component to be completed by May 1, 2016; and,
  - A budget that clearly shows a breakdown by tasks and products within the scope of work, including hourly rates for staff members, number of hours for each task or product, and the fee structure for additional work outside the scope of the contract for any optional items.

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8. **Capacity.** A statement that the firm(s) has sufficient staff resources and capability to perform the work contained within this Request for Proposal within the specified timeframe.

**IMPORTANT NOTE:** Given the sensitivity of the project, consultant teams should be aware that the City prefers to initiate contact with affected agencies and direct the activities of consultants in contacting affected agencies. This preference should be considered in the preparation of the submittal.

**EVALUATION:**

Each proposal will be evaluated by the City based on the following criteria:

- Conciseness and clarity.
- Professional qualifications, experience, and capability of the lead project manager and consultant team that is assigned to the project.
- Ability of the consultant firm to commit the personnel and time necessary to complete the project in the time frame outlined in this RFP.
- Record of ability and experience with similar type projects.
- Demonstration of a clear understanding of the project and the work to be performed.
- Competitive cost and efficient use of the budget to deliver the requested work product.

Those firms that most closely meet the needs of the City will be invited to a presentation and evaluation interview.

**SELECTION PROCESS:**

|   |                             |
|---|-----------------------------|
| Proposals Due:  | March 30, 2015 by 5:00 p.m. |
| Consultant Interviews*                                    | April 8, 2015               |
| Consultant Selection:                                     | April 15, 2015              |
| Execution of Professional Services Agreement              | April 22, 2015              |
| City Council Approval of Professional Services Agreement: | May 6, 2015                 |

\*It is expected that the lead project manager and the full project team will attend the interview in person.

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**PROFESSIONAL SERVICES AGREEMENT:**

Prior to the start of work, the selected consultant will be required to execute a Professional Services Agreement (PSA) with the City. A sample PSA is enclosed (Exhibit F). Any proposed changes to the PSA should be identified at the time of the interview and will be subject to approval by the City.

**QUESTIONS:**

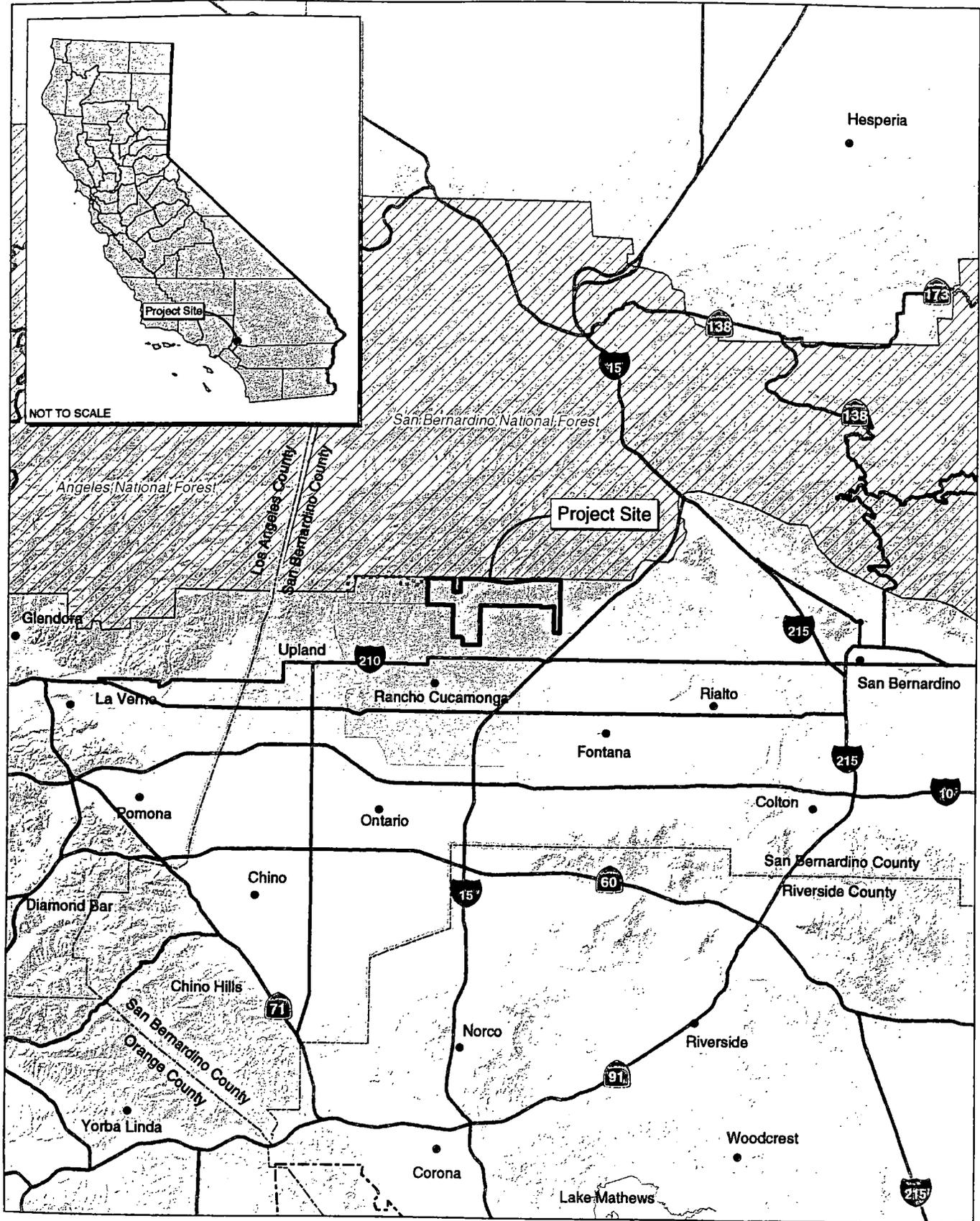
Please submit all questions in writing to: [Karen.Peterson@CityofRC.us](mailto:Karen.Peterson@CityofRC.us) no later than March 5, 2015. Written responses will be provided via e-mail to all consultants who submit questions by March 12, 2015.

***Exhibits***

- Exhibit A – Regional Vicinity Map
- Exhibit B – Annexation Area
- Exhibit C – Land Use Plan Figure LU-2\*
- Exhibit D – Etiwanda North Specific Plan Land Use Plan\*
- Exhibit E – Zoning Map\*
- Exhibit F – Sample Professional Services Agreement

\*Planning documents are available on the City's website ([www.cityofrc.us](http://www.cityofrc.us)).

**Exhibit A – Regional Vicinity Map**



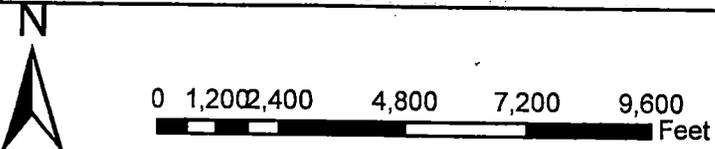
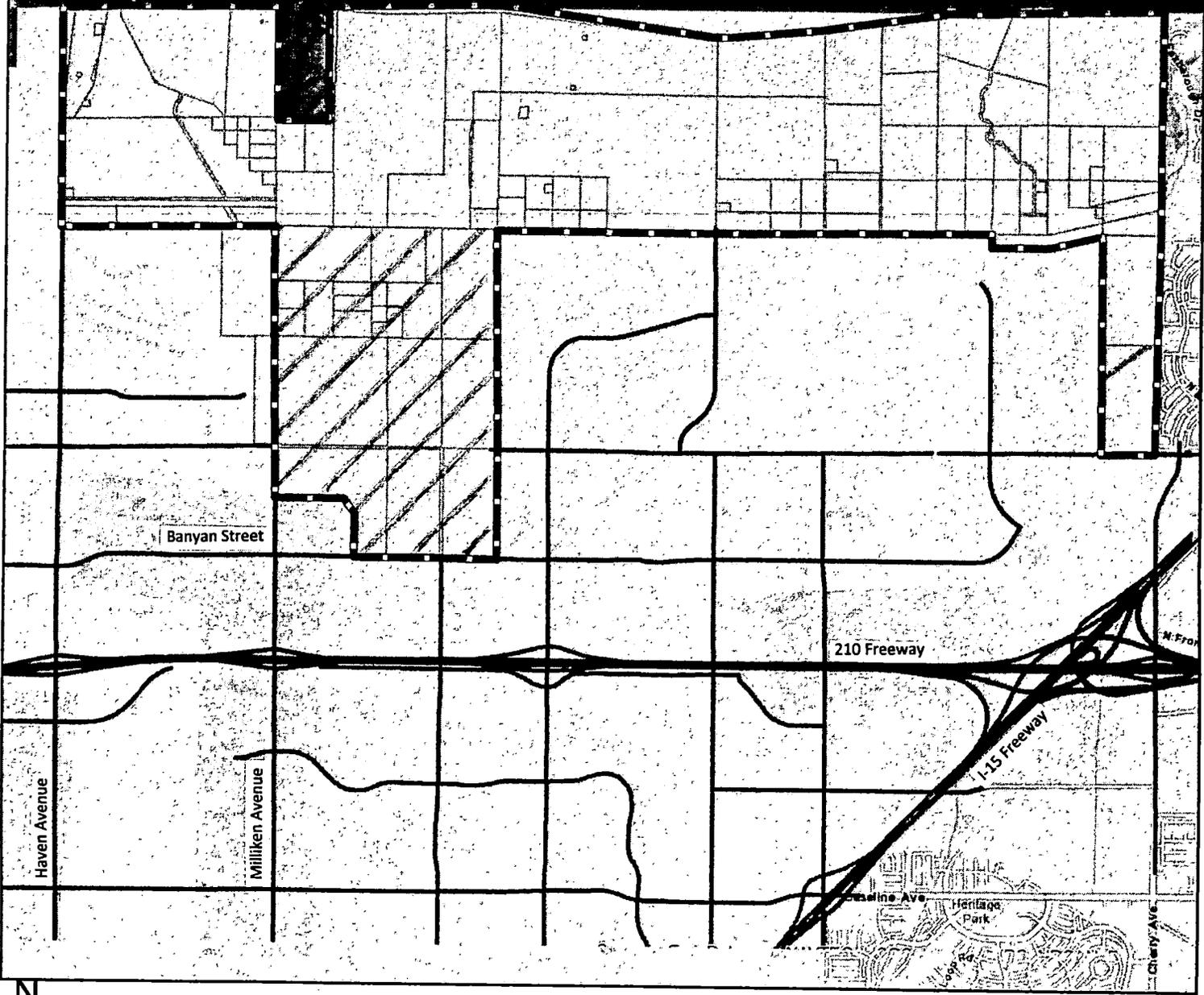
**Exhibit A – Regional Vicinity Map**

**Exhibit B – Annexation Area**

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# Legend

-  1200 Acres
-  North Eastern Sphere Annexation Boundary
-  City of Rancho Cucamonga
-  Major Streets
-  Parcels
-  San Bernardino National Forest



Annexation Area

**Exhibit C – Land Use Plan Figure LU-2**

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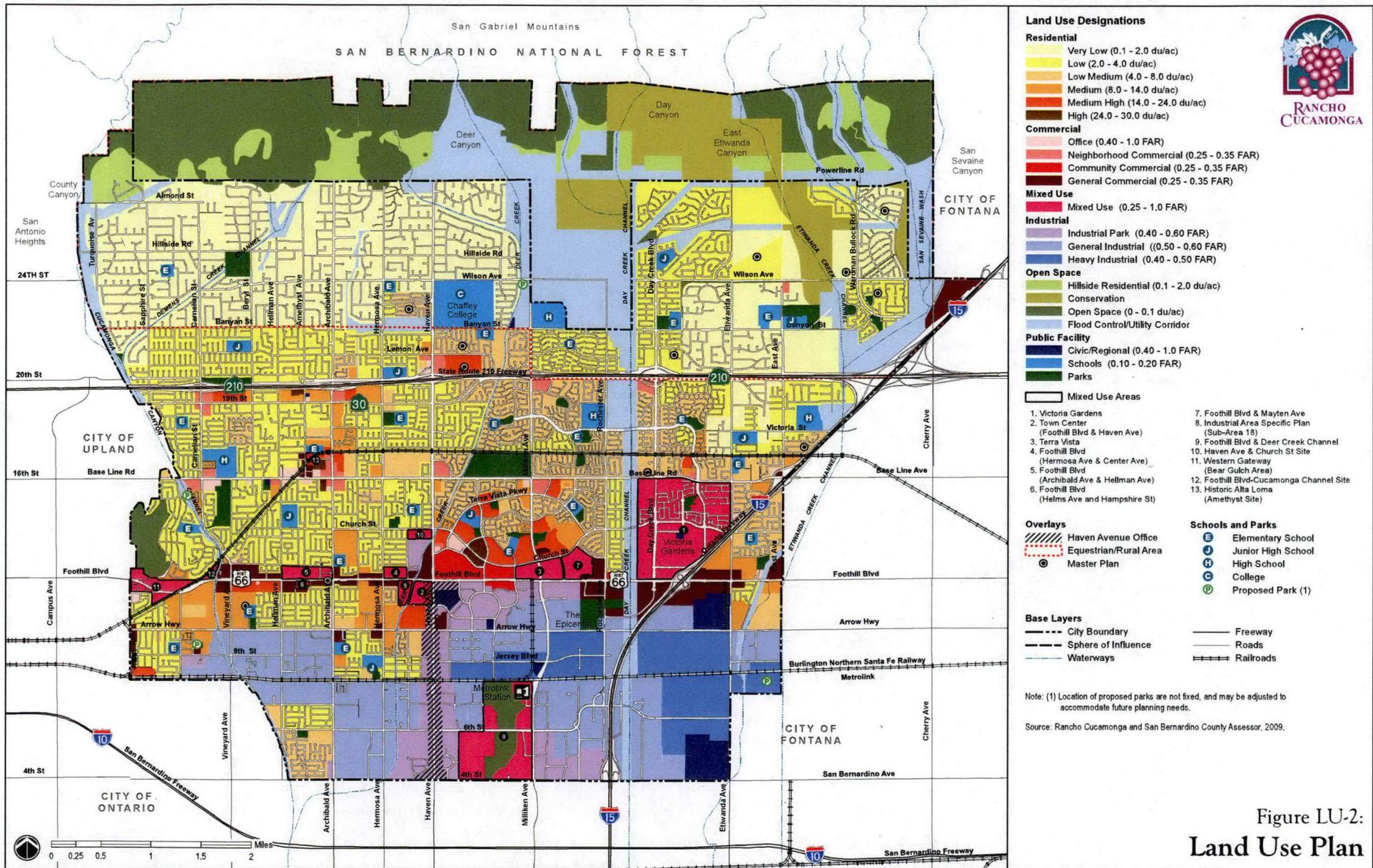


Figure LU-2:  
Land Use Plan

**Exhibit D – Etiwanda North Specific Plan Land Use Plan**

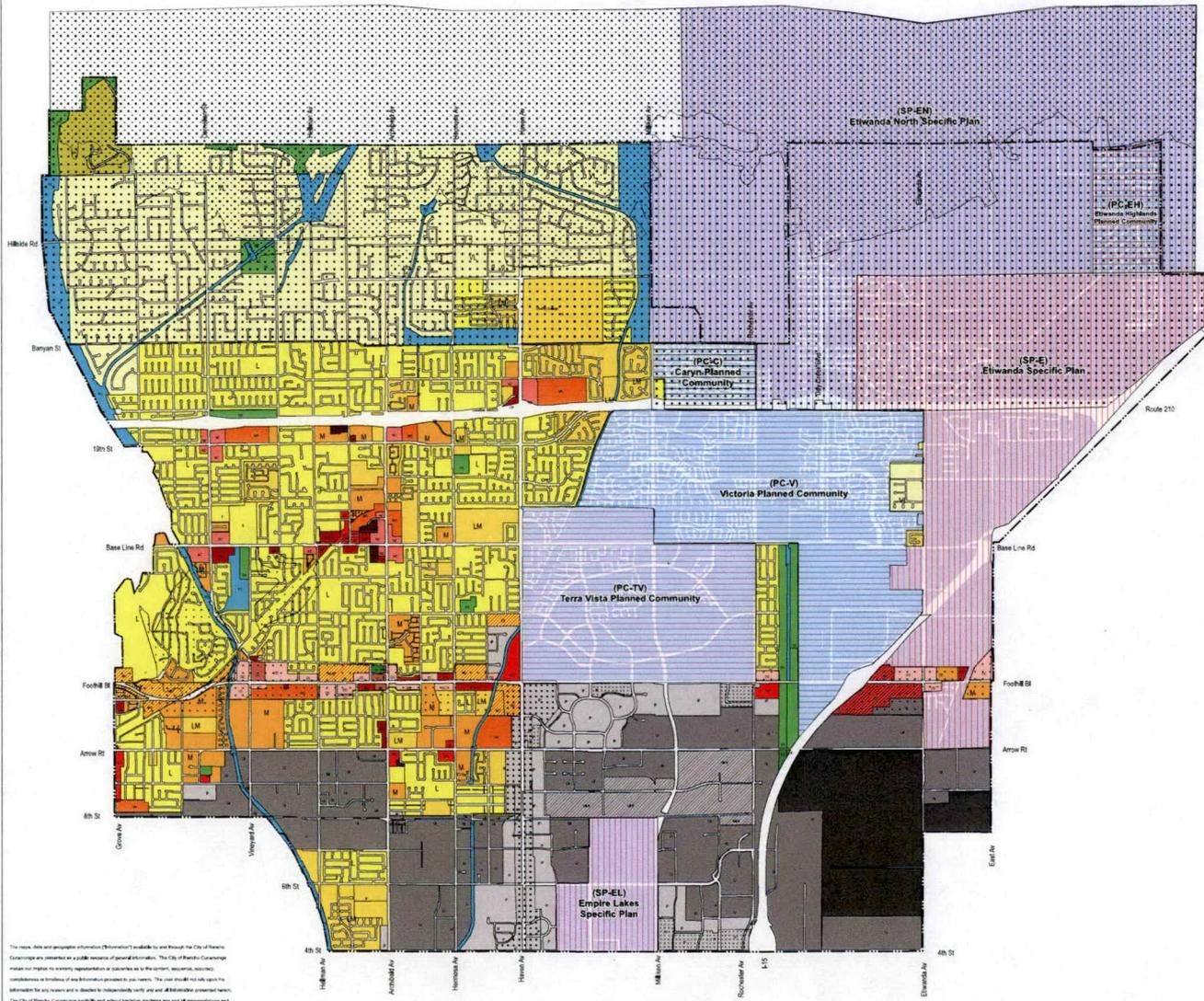
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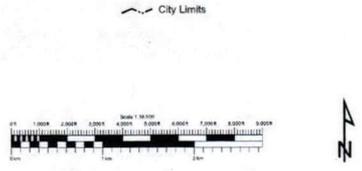
**Exhibit E – Zoning Map**

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# CITY OF RANCHO CUCAMONGA ZONING MAP



- |   |  |
|---|--|
| <p><b>Residential</b></p> <ul style="list-style-type: none"> <li>Very Low (&lt;2 du/ac)</li> <li>Low (2-4 du/ac)</li> <li>Low Medium (4-8 du/ac)</li> <li>Medium (8-14 du/ac)</li> <li>Medium High (14-24 du/ac)</li> <li>High (24-30 du/ac)</li> </ul>   | <p><b>Open Space</b></p> <ul style="list-style-type: none"> <li>Flood Control (FC)</li> <li>Hillside Residential (HR)</li> <li>Open Space (OS)</li> <li>Utility Corridor (UC)</li> </ul>   |
| <p><b>Commercial/Office</b></p> <ul style="list-style-type: none"> <li>Office Professional (OP)</li> <li>Neighborhood Commercial (NC)</li> <li>General Commercial (GC)</li> <li>Community Commercial (CC)</li> <li>Regional Related Commercial (RC)</li> <li>Specialty Commercial (SC)</li> <li>Commercial Office (CO)</li> </ul> | <p><b>Specific Plan</b></p> <ul style="list-style-type: none"> <li>Specific Plan (SP)</li> <li>Etowanda North Specific Plan (SP-EN)</li> <li>Etowanda Specific Plan (SP-E)</li> <li>Empire Lakes Specific Plan (SP-EL)</li> </ul>  |
| <p><b>Mixed Use</b></p> <ul style="list-style-type: none"> <li>Mixed Use (MU)</li> </ul>  | <p><b>Planned Communities</b></p> <ul style="list-style-type: none"> <li>Planned Community (PC)</li> <li>Caryn Planned Community (PC-C)</li> <li>Etowanda Highlands Planned Community (PC-EH)</li> <li>Terra Vista Planned Community (PC-TV)</li> <li>Victoria Planned Community (PC-V)</li> </ul> |
| <p><b>Industrial</b></p> <ul style="list-style-type: none"> <li>Industrial Park (IP)</li> <li>General Industrial (GI)</li> <li>Minimum Impact Heavy Industrial (MI/H)</li> <li>Heavy Industrial (HI)</li> </ul>   | <p><b>Overlay District</b></p> <ul style="list-style-type: none"> <li>Equestrian (EOD)</li> <li>Haven Avenue (HAOD)</li> <li>Senior Housing (SHOD)</li> <li>Hillside (HOD)</li> <li>Foothill Boulevard (FBOD)</li> <li>Industrial Commercial (ICOD)</li> </ul>                                     |



The maps, data and geographic information ("Information") available by use through the City of Rancho Cucamonga are presented as a public service of general information. The City of Rancho Cucamonga makes no warranty or representation as to the accuracy, completeness, timeliness or availability of the Information. The City of Rancho Cucamonga does not warrant that the Information is free of errors or omissions, or that the use of the Information will not infringe on any rights. The City of Rancho Cucamonga and its employees and agents shall not be liable for any damages, including, but not limited to, the actual or consequential damages, or for any loss of profits, data or other information, or for any loss of use, or for any delay, or for any other action, arising out of the use of the Information, even if such damages, loss or delay were foreseeable or if such damages, loss or delay were caused in whole or in part by the negligence of the City of Rancho Cucamonga or its employees or agents. The City of Rancho Cucamonga and its employees and agents shall not be liable for any damages, loss or delay, or for any other action, arising out of the use of the Information, even if such damages, loss or delay were foreseeable or if such damages, loss or delay were caused in whole or in part by the negligence of the City of Rancho Cucamonga or its employees or agents.

**Exhibit F – Sample Professional Services Agreement**

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**AGREEMENT FOR  
DESIGN PROFESSIONAL SERVICES**

**THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Rancho Cucamonga, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Consultant").**

**RECITALS**

A. City has heretofore issued its request for proposals to perform the following \_\_\_\_\_ design \_\_\_\_\_ professional \_\_\_\_\_ services: \_\_\_\_\_ ("the Project").

B. Consultant has submitted a proposal to perform the professional services described in Recital "A", above, necessary to complete the Project.

C. City desires to engage Consultant to complete the Project in the manner set forth and more fully described herein.

D. Consultant represents that it is fully qualified and licensed under the laws of the State of California to perform the services contemplated by this Agreement in a good and professional manner.

**AGREEMENT**

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

**1. Consultant's Services.**

**1.1 Scope and Level of Services.** Subject to the terms and conditions set forth in this Agreement, City hereby engages Consultant to perform all technical and design professional services described in Recitals "A" and "B" above, including, but not limited to \_\_\_\_\_, all as more fully set forth in the Consultant's proposal, dated \_\_\_\_\_ and entitled "Scope of Work", attached hereto as Exhibit "A", and incorporated by reference herein. The nature, scope, and level of the services required to be performed by Consultant are set forth in the Scope of Work and are referred to herein as "the Services." In the event of any inconsistencies between the Scope of Work and this Agreement, the terms and provisions of this Agreement shall control.

**1.2 Revisions to Scope of Work.** Upon request of the City, the Consultant will promptly meet with City staff to discuss any revisions to the Project

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desired by the City. Consultant agrees that the Scope of Work may be amended based upon said meetings, and, by amendment to this Agreement, the parties may agree on a revision or revisions to Consultant's compensation based thereon. A revision pursuant to this Section that does not increase the total cost payable to Consultant by more than ten percent (10%) of the total compensation specified in Section 3, may be approved in writing by City's City Manager without amendment.

**1.3 Time for Performance.** Consultant shall perform all services under this Agreement in a timely, regular basis consistent with industry standards for professional skill and care, and in accordance with any schedule of performance set forth in the Scope of Work, or as set forth in a "Schedule of Performance", if such Schedule is attached hereto as Exhibit "A".

**1.4 Standard of Care.** As a material inducement to City to enter into this Agreement, Consultant hereby represents that it has the experience necessary to undertake the services to be provided. In light of such status and experience, Consultant hereby covenants that it shall follow the customary professional standards in performing the Services.

**1.5 Familiarity with Services.** By executing this Agreement, Consultant represents that, to the extent required by the standard of practice, Consultant (a) has investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Consultant represents that Consultant, to the extent required by the standard of practice, has investigated any areas of work, as applicable, and is reasonably acquainted with the conditions therein. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of services, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Representative.

**2. Term of Agreement.** The term of this Agreement shall be \_\_\_ year(s) and shall become effective as of the date of the mutual execution by way of both parties signature (the "Effective Date"). No work shall be conducted; service or goods will not be provided until this Agreement has been executed and requirements have been fulfilled.

Parties to this Agreement shall have the option to renew in \_\_\_ year(s) increments to a total of \_\_\_ years, unless sooner terminated as provided in Section 14 herein. Options to renew are contingent upon the City Manager's approval, subject to pricing review, and in accordance to all Terms and Conditions stated herein unless otherwise provided in writing by the City.

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### 3. Compensation.

3.1 Compensation. City shall compensate Consultant as set forth in Exhibit A, provided, however, that full, total and complete amount payable to Consultant shall not exceed \$ \_\_\_\_\_ ( \_\_\_\_\_ ), including all out of pocket expenses, unless additional compensation is approved by the City Manager or City Council. City shall not withhold any federal, state or other taxes, or other deductions. However, City shall withhold not more than ten percent (10%) of any invoice amount pending receipt of any deliverables reflected in such invoice. Under no circumstance shall Consultant be entitled to compensation for services not yet satisfactorily performed.

The parties further agree that compensation may be adjusted in accordance with Section 1.2 to reflect subsequent changes to the Scope of Services. City shall compensate Consultant for any authorized extra services as set forth in Exhibit A.

### 4. Method of Payment.

4.1 Invoices. Consultant shall submit to City monthly invoices for the Services performed pursuant to this Agreement. The invoices shall describe in detail the Services rendered during the period and shall separately describe any authorized extra services. Any invoice claiming compensation for extra services shall include appropriate documentation of prior authorization of such services. All invoices shall be remitted to the City of Rancho Cucamonga, California.

4.2 City shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.3 City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the not-to-exceed amounts set forth in Section 3.

4.4 All records, invoices, time cards, cost control sheets and other records maintained by Consultant relating to services hereunder shall be available for review and audit by the City.

### 5. Representatives.

5.1 City Representative. For the purposes of this Agreement, the contract administrator and City's representative shall be \_\_\_\_\_, or such other person as designated in writing by the City ("City Representative"). It shall be Consultant's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions that must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

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**5.2 Consultant Representative.** For the purposes of this Agreement, \_\_\_\_\_ is hereby designated as the principal and representative of Consultant authorized to act in its behalf with respect to the services specified herein and make all decisions in connection therewith ("Consultant's Representative"). It is expressly understood that the experience, knowledge, capability and reputation of the Consultant's Representative were a substantial inducement for City to enter into this Agreement. Therefore, the Consultant's Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. Consultant may not change the Responsible Principal without the prior written approval of City.

## **6. Consultant's Personnel.**

**6.1** All Services shall be performed by Consultant or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City business license as required by the City's Municipal Code.

**6.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the standard of care set forth in Section 1.4.

**6.3** Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By its execution of this Agreement, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**6.4** Consultant shall indemnify, defend and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's violations of personnel practices and/or any violation of the California Labor Code. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

## **7. Ownership of Work Product.**

**7.1 Ownership.** All documents, ideas, concepts, electronic files, drawings, photographs and any and all other writings, including drafts thereof, prepared, created or provided by Consultant in the course of performing the Services, including any

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and all intellectual and proprietary rights arising from the creation of the same (collectively, "Work Product"), are considered to be "works made for hire" for the benefit of the City. Upon payment being made, and provided Consultant is not in breach of this Agreement, all Work Product shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City. None of the Work Product shall be the subject of any common law or statutory copyright or copyright application by Consultant. In the event of the return of any of the Work Product to Consultant or its representative, Consultant shall be responsible for its safe return to City. Under no circumstances shall Consultant fail to deliver any draft or final designs, plans, drawings, reports or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Consultant and City concerning payment, performance of the contract, or otherwise. This covenant shall survive the termination of this Agreement. City's reuse of the Work Product for any purpose other than the Project, shall be at City's sole risk.

**7.2. Assignment of Intellectual Property Interests:** Upon execution of this Agreement and to the extent not otherwise conveyed to City by Section 7.1, above, the Consultant shall be deemed to grant and assign to City, and shall require all of its subcontractors to assign to City, all ownership rights, and all common law and statutory copyrights, trademarks, and other intellectual and proprietary property rights relating to the Work Product and the Project itself, and Consultant shall disclaim and retain no rights whatsoever as to any of the Work Product, to the maximum extent permitted by law. City shall be entitled to utilize the Work Product for any and all purposes, including but not limited to constructing, using, maintaining, altering, adding to, restoring, rebuilding and publicizing the Project or any aspect of the Project.

**7.3 Title to Intellectual Property.** Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of the Work Product and/or materials produced under this Agreement, and that City has full legal title to and the right to reproduce any of the Work Product. Consultant shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use is violating federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, software, equipment, devices or processes used or incorporated in the Services and materials produced under this Agreement. In the event City's use of any of the Work Product is held to constitute an infringement and any use

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thereof is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product by suspension of any injunction or by procuring a license or licenses for City; or (b) modify the Work Product so that it becomes non-infringing. This covenant shall survive the termination of this Agreement.

**8. Status as Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as an agent of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to defend, indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees.

**9. Confidentiality.** Consultant may have access to financial, accounting, statistical, and personnel data of individuals and City employees. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement. This provision shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is otherwise permitted by law and reasonably necessary for the Consultant to defend itself from any legal action or claim.

**10. Conflict of Interest.**

**10.1** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

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10.2 Consultant further represents that it has not employed or retained any person or entity, other than a *bona fide* employee working exclusively for Consultant, to solicit or obtain this Agreement. Consultant has not paid or agreed to pay any person or entity, other than a *bona fide* employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

10.3 Consultant has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in subsection 10.1.

## 11. Indemnification.

11.1 Design Professional Services. In the connection with its design professional services, the Consultant shall indemnify and hold the City, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of City officials, (collectively, "Indemnitees"), free and harmless with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, "Claims"), including but not limited to liability for death or injury to any person and injury to any property, to which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or any of its officers, employees, subcontractors, consultants, or agents in the performance of its design professional services under this Agreement.

11.2 Other Indemnities. In connection with all Claims not covered by Section 11.1, and to the maximum extent permitted by law, the Consultant shall hold defend, indemnify, and hold the Indemnitees free and harmless with respect to any and all Claims including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts, omissions, activities or operations of Consultant or any of its officers, employees, subcontractors, subconsultants, or agents in the performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense. The indemnification obligation herein shall not in any way be limited by the insurance obligations contained in this Agreement provided, however, that the Contractor shall have no obligation to indemnify for Claims arising out of the sole negligence or willful misconduct of any of the Indemnitees.

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**11.3 Nonwaiver of Rights.** Indemnitees do not, and shall not, waive any rights that they may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

**11.4 Waiver of Right of Subrogation.** Except as otherwise expressly provided in this Agreement, Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Consultant.

**11.5 Survival.** The provisions of this Section 11 shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

## **12. Insurance.**

**12.1 Liability Insurance.** Consultant shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, and/or its agents, representatives, employees and subcontractors.

**12.2 Minimum Scope of Insurance.** Unless otherwise approved by City, coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California, and Employer's Liability Insurance.
- (4) Professional Liability insurance in a form approved by the City, having, at City's option, an extended reporting period of not less than three (3) years; or professional liability insurance shall be maintained for a period of three (3) years after completion of the Services which shall, during the entire three (3) year period, provide protection against claims of professional negligence arising out of

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Consultant's performance of the Services and otherwise complying with all applicable provisions of this Section 12. The policy shall be endorsed to include contractual liability to the extent insurable.

less than: **12.3 Minimum Limits of Insurance.** Consultant shall maintain limits no

- (1) Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident and in the aggregate for bodily injury or disease and Workers' Compensation Insurance in the amount required by law.
- (4) Professional Liability: \$1,000,000 per claim/aggregate.
- (5) The Insurance obligations under this agreement shall be the greater of (i) the Insurance coverages and limits carried by the Contractor; or (ii) the minimum insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

**12.4 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City and shall not reduce the limits of coverage. City reserves the right to obtain a full certified copy of any required insurance policy and endorsements.

**12.5 Other Insurance Provisions.**

- (1) The commercial general liability and automobile liability policies are to contain the following provisions on a separate additionally insured endorsement naming the City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of

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City officials as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and/or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City or officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after 30 days prior written notice by first class mail has been given to City (ten (10) days prior written notice for non-payment of premium). Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.
- (5) Each insurance policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.
- (6) Each policy shall be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated

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A:VII or better according to the most recent A.M. Best Co. Rating Guide.

- (7) Each policy shall specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.
- (8) Each policy shall specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.
- (9) Contractor shall provide any and all other required insurance, endorsements, or exclusions as required by the City in any request for proposals applicable to this Agreement.

**12.6 Evidence of coverage.** Prior to commencing performance under this Agreement, the Consultant shall furnish the City with certificates and original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement including (1) Additional Insured Endorsement(s), (2) Worker's Compensation waiver of subrogation endorsement, and (3) General liability declarations or endorsement page listing all policy endorsements. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

**12.7** Contractor agrees to include in all contracts with all subcontractors performing work pursuant to this Agreement, the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of any such subcontractor's work. Contractor shall require its subcontractors to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City pursuant to this Agreement, and to require each of its subcontractors to include these same provisions in its contract with any subcontractor.

**13. Cooperation.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that City might require. City shall compensate Consultant for any litigation support services in an amount to be agreed upon by the parties.

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**14. Termination.** City shall have the right to terminate this Agreement at any time for any or no reason on not less than ten (10) days prior written notice to Consultant. In the event City exercises its right to terminate this Agreement, City shall pay Consultant for any services satisfactorily rendered prior to the effective date of the termination, provided Consultant is not then in breach of this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation. City may terminate for cause following a default remaining uncured more than five (5) business days after service of a notice to cure on the breaching party.

Consultant may terminate this Agreement for cause upon giving the City ten (10) business days prior written notice for any of the following: (1) uncured breach by the City of any material term of this Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties to reach accord on the fees and charges for any Additional Services required because of such changes.

**15. Notices.** Any notices, bills, invoices, or reports authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth in this Section, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be addressed as follows:

If to City:

If to Consultant:

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

*Vendor Initials*

**17. Assignment and Subcontracting.** Consultant shall not assign or transfer any interest in this Agreement or subcontract the performance of any of Consultant's obligations hereunder without City's prior written consent. Except as provided herein, any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

**18 Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Consultant performs the Services. CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. The applicable prevailing wage rate determinations can be found at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**20. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs of experts.

**21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

*Vendor Initials*

**22. Applicable Law and Venue.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. Venue for any action relating to this Agreement shall be in the San Bernardino County Superior Court.

**23. Construction.** In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

**24. Entire Agreement.** This Agreement consists of this document, and any other documents, attachments and/or exhibits referenced herein and attached hereto, each of which is incorporated herein by such reference, and the same represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

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

City of Rancho Cucamonga

By: \_\_\_\_\_  
Name Date

By: \_\_\_\_\_  
Name Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

City of Rancho Cucamonga

By: \_\_\_\_\_  
Name Date

By: \_\_\_\_\_  
Name Date

\_\_\_\_\_  
Title  
(two signatures required if corporation)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Initials

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**



Attachment A – Sample Waiver of Subrogation  
(Sample Only – Not all forms will look identical to this Sample)



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

The City of Rancho Cucamonga, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City or officials.

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE

*Vendor Initials*

# Attachment B – Sample Additional Insured for On-going Projects

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location(s) Of Covered Operations: |
|---|------------------------------------|
| The City of Rancho Cucamonga, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City or officials. |                                    |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |                                    |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.