



DATE: September 10, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$106,960 FOR INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE CONTROL BEST MANAGEMENT PRACTICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a one-year professional services agreement with Environmental Compliance Inspection Services (E.C.I.S.) of Rancho Santa Margarita, California, in an amount not to exceed \$106,960 for inspection programs for commercial kitchen grease source control installations and grease source control best management practices (Exhibit A), and authorize the City Manager to execute the agreement.

BACKGROUND

As part of its ongoing efforts to prevent sewer spills and to comply with local, state and federal regulations, the Water Utilities Department contracted with E.C.I.S. in March 2002 to compile a database of existing grease disposal devices in all Oceanside commercial kitchens. The information that E.C.I.S. gathered included the size and type of each grease control device and its suitability for the commercial kitchen served.

A grease source control inspection program was established to monitor the commercial kitchens. This ongoing program has been effective in educating commercial kitchen owners and staff on the best ways to eliminate grease in the sewer collection system, as well as ensure that grease is being disposed of properly through monitoring and inspection of each grease control device. In addition, staff has been educating restaurant workers on grease control best management practices through distribution of pamphlets and a film in both English and Spanish.

ANALYSIS

Local, state and federal regulations for discharges into the sanitary sewer system are becoming stricter, and penalties for sewer spills caused by grease blockages are becoming more costly. Through the grease source control installation and best management practices inspection program, the City has been able to decrease sewer system blockages caused by improper handling and disposal of grease and oil in commercial kitchens. The goal is to eventually eliminate sewer spills caused by grease blockages. This inspection program has been instrumental in gathering the information the City needs to establish its own regulations for grease control devices in commercial kitchens.

Continued monitoring and inspection is necessary to ensure restaurant compliance. As a part of the professional services agreement, monthly inspections will be performed on each food establishment to determine the capacity and condition of the grease interceptor, obtain pH samples, and record all data. E.C.I.S. will also provide complete inspections of all new pretreatment device installations.

On May 13, 2008 a request for proposals was sent to three consultants to provide inspection programs for commercial kitchen grease source control installations and grease source control best management practices (Exhibit B). Staff received two proposals; E.C.I.S.: \$106,960 and Environmental Engineering and Contracting, Inc.: \$152,000 and one letter declining to participate in the request for proposals. The proposals were evaluated and E.C.I.S. was selected for this project.

FISCAL IMPACT

The cost for the inspection program for commercial kitchen grease source control installations and grease source control best management practices is \$106,960. There is an approximate balance of \$139,514 in the Sewer Laboratory (721.666960.5241) operating budget for consulting services. There are available funds for these inspection programs.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

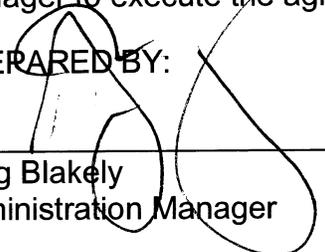
COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on August 19, 2008.

RECOMMENDATIONS

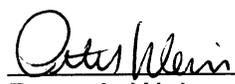
Staff and the Utilities Commission recommend that the City Council approve a one-year professional services agreement with Environmental Compliance Inspection Services (E.C.I.S.) of Rancho Santa Margarita, California, in an amount not to exceed \$106,960 for inspection programs for commercial kitchen grease source control installations and grease source control best management practices (Exhibit A), and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Teri Ferro, Financial Services Director







Exhibit A: Professional Services Agreement
Exhibit B: Request for Proposal Mailing List

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE CONTROL BEST MANAGEMENT PRACTICES (721) 666960

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Jon C. Kinley, dba Environmental Compliance Inspection Services (E.C.I.S.), hereinafter designated as "CONSULTANT."

RECITALS

- A. CITY desires to obtain professional inspection services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide inspection services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 SCOPE OF WORK. CONSULTANT will execute an inspection program for commercial kitchen grease source control installations to mitigate the impact and occurrence of sanitary sewer overflows caused by grease blockages in the sewer collection system and monitor all grease-producing establishments for compliance with the City's grease source control best management practices, as described in the Consultant's proposal date May 29, 2008 and attached hereto and incorporated herein as Exhibit A.

1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result, which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT's performance in accordance with this Agreement, the Water Utilities Director delegates authority to Mark Anderson, Water Utilities Division Manager.

1.1.2 In compliance with Government Code Section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.1.3 Provide field assistance to the City upon request by Water Utilities Director to include the services listed below:

- a) See attached Scope of Work.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

2.0 **TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. The term of this agreement is for one (1) year from the date that it is signed by the City Manager. E.C.I.S. shall inspect all Oceanside restaurants once every thirty (30) calendar days. All work shall be completed in every detail to the satisfaction of the Water Utilities Director.

2.2 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT's control.

2.3 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax, hand delivery, or mail.

3.0 **INDEPENDENT CONTRACTOR.** , CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement.

CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

4.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director.

5.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 6.3 through 6.8 of this Agreement.

6.0 **LIABILITY INSURANCE.**

6.1 CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

6.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$1,000,000
General limit project specific aggregate	\$2,000,000

<u>Automobile Liability Insurance</u>	\$1,000,000
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* General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

6.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

6.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

6.4 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

6.5 All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

6.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

6.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

6.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

7.0 CONSULTANT'S INDEMNIFICATION OF CITY. CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

8.0 NO CONFLICT OF INTEREST. The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

9.0 OWNERSHIP OF DOCUMENTS. All plans and specifications, including details, computations, and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation, and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

10.0 COMPENSATION.

10.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT's compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$106,960.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director. CONSULTANT shall obtain approval by the Water Utilities Director prior to performing any work which results in incidental expenses to CITY.

10.2 CONSULTANT shall maintain accounting records including the following information:

10.2.1 Names and titles of employees or agents, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

10.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

10.3 CONSULTANT's accounting records shall be made available to the Water Utilities Director, for verification of billings, within a reasonable time of the Water Utilities Director's request for inspection.

10.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Water Utilities Director.

11.0 TERMINATION OF AGREEMENT. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

12.0 ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13.0 ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

14.0 INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

15.0 AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

16.0 DISPUTE RESOLUTION.

- (a) Any controversy or claim arising out of or relating to this AGREEMENT, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- (b) No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

17.0 NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

Lonnie Thibodeaux,
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

John C. Kinley
Environmental Compliance Inspection Services
12 Via Torre
Rancho Santa Margarita, CA 92688

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

18.0 SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2008.

PROJECT: INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE CONTROL BEST MANAGEMENT PRACTICES (721) 666960

ECIS
CONSULTANT

CITY OF OCEANSIDE
CITY

BY: [Signature]
SIGNATURE

BY: _____
CITY MANAGER

Jon C Kintley President
NAME/TITLE

ATTEST: CITY CLERK

BY: [Signature]
SIGNATURE

Jon C. Kintley President
NAME/TITLE

California Notarial
Loose Certificate
attached

[Signature] ASST
APPROVED AS TO FORM:
CITY ATTORNEY

02-0541037
FEDERAL EMPLOYER I.D. NO.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

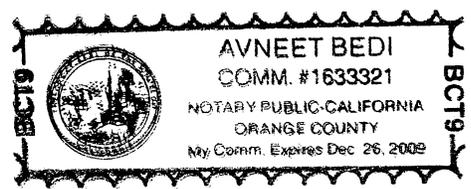
} SS.

On 07/21/2008, before me, AVNEET BEDI/Notary Public

personally appeared JONATHAN GRAIG KINLEY, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Professional Services Agreement
TITLE OR TYPE OF DOCUMENT

8
NUMBER OF PAGES

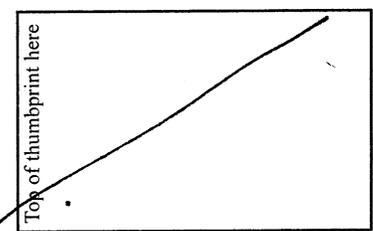
07/21/2008
DATE OF DOCUMENT

/ OTHER /

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER





ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

Source Control Solutions

Proposal:

**Inspection Programs for Commercial Kitchen Grease Source Control
Installations & Grease Source Control Best Management Practices.**
721.666960

Prepared for the City of Oceanside by,

*Jon C. Kinley
President
ECIS*

May 29, 2008



Date: 5-29-08

To: Mark Anderson / Water Utilities Division Manager / City of Oceanside

From: Jon C. Kinley / President / ECIS

RE: 2008-09 Proposal for Inspection Programs for Commercial Kitchen Grease Source Control Installations and Grease Source Control Best Management Practices – 721.666960

Dear Mr. Anderson:

Pursuant to your request, Environmental Compliance Inspection Services (ECIS) is pleased to present the following proposal. This inspections program proposal will consist of three distinct inspections components comprised of the following:

Annual GCDI's (Grease Control Device Inspections) combined with (GBMP's) Grease Best Management Practices Inspection / Annual FSE-NPDES inspections / FSE-Commercial Kitchen Plan Check services performed on an as-needed basis.

➤ **ANNUAL GREASE CONTROL DEVICE INSPECTIONS (GCDI's) COMBINED WITH ANNUAL GREASE BEST MANAGEMENT PRACTICES INSPECTION (GBMP'S):**

GREASE BEST MANAGEMENT PRACTICES INSPECTIONS PROGRAM (GBMP'S):

The following are ECIS Standard Operating Procedure for GBMP Inspections and are in accordance with requirements stated in the RFP Scope of Work.

ECIS proposes to inspect all establishments, (grease producing) within the City of Oceanside sewer service area to monitor compliance or non-compliance with the Cities Grease BMP Inspection Program, as is currently in place.

ECIS proposes to inspect for the following at these inspections: (1) Inspect Grease Collection Maintenance logs, Exhaust Hood Maintenance logs and Employee Training logs (2) Inspect for installation and maintenance of all Drain Screens (3) Inspect to ensure Food Waste BMP's are followed (4) Inspect to ensure Dry Wiping BMP is followed (5) Inspect for Emergency Spill Materials or Spill Response Kit (6) Inspect to ensure Storm-water / Grease BMP poster(s) are located in approved areas (7) Ensure FSE is operating under valid Waste Discharge Permit.



Source Control Solutions

ECIS proposes to inform and give written notification of all instances of Non-Compliance to all effected establishments, as well as how to obtain compliance, as described in the Grease Control Best Management Practices Inspection Form. (Already developed)

ECIS proposes to distribute all materials pertaining to the BMP Program to all affected establishments.

ECIS proposes to notify the City of Oceanside of all establishments in non-compliance with the BMP Inspection Program. All information critical to the Grease BMP Inspection Program will be contained within the Excel Database on the "Grease BMP's" tab

ECIS proposes to inspect a city supplied number of 139 FSE's with the correct size and type of Outdoor Gravity Grease Interceptor (Green on database) on an annual basis, and a city supplied number of 57 FSE's that are not required to have a grease interceptor (Red on database) on an annual basis. ECIS will inspect both the Grease Interceptor and inspect for all requirements consistent with the GCDI/GBMP requirements stated in the RFP Scope of Work. ECIS will inspect all FSE's to ensure compliance with City FOG Ordinance requirements as requested in the RFP Scope of Work. This number of FSE's will fluctuate over the year due to opening or closing FSE's.

ECIS proposes to charge a fee of \$100 per FSE, with all return inspections, if requested by City, due to non compliance or violation with city requirements at \$100 per FSE. ECIS estimates the annual cost to implement this component of the program to be \$19,600 (196 FSE's X \$100). This price estimate does not include any additional return inspections.

➤ **SEMI – ANNUAL GCDI / GBMP INSPECTIONS:**

ECIS proposes to inspect a city supplied number of 156 FSE's with Grease Traps (Blue on database) on a semi-annual basis, for a total minimum number of 312 inspections annually. ECIS will inspect both the Grease Trap and inspect for all requirements consistent with the GBMP requirements stated in the RFP Scope of Work. ECIS will inspect each FSE to ensure compliance with City FOG Ordinance requirements as stated in the RFP Scope of Work. This number of FSE's will fluctuate over the year due to opening or closing FSE's.

ECIS proposes to charge a fee of \$80 per FSE, with all return inspections, if requested by City, due to non-compliance or violation to be \$80. ECIS estimates this component of the Inspections Program to cost City \$24,960 (312 FSE's X \$80). This price estimate does not include any additional return inspections.

➤ **QUARTERLY GBMP INSPECTIONS:**



Source Control Solutions

ECIS proposes to inspect a city supplied number of 53 FSE's (Yellow on database) without a grease interceptor or grease trap that have been determined to need such a device every four (4) months, for a total number of 212 inspections annually (53 X 4). ECIS will inspect each FSE for all requirements consistent with the GBMP requirements stated in the RFP Scope of Work. ECIS will inspect each FSE to ensure compliance with City FOG Ordinance requirements as stated in the RFP Scope of Work. This number of FSE's will fluctuate over the year due to opening or closing FSE's.

ECIS proposes to charge City a fee of \$60 per FSE, with all return inspections, if requested by City, due to non-compliance or violation to be \$60. ECIS estimates this component of the Inspections Program to cost City \$12,720 (212 FSE's X \$60). This price estimate does not include any additional return inspections.

➤ **Total estimated price to implement GCDI/GBMP program component of inspections program is \$57,280.**

➤ **FSE-NPDES INSPECTIONS PROGRAM:**

ECIS proposes to perform annual on-site, FSE-NPDES inspections at all establishments listed currently, or in the future, within the Source Control Program database. This program and inspections shall be conducted in the same manner as the program ECIS implemented Fiscal Year 2007-08. The number of actual FSE's inspected will fluctuate with new or closing FSE's.

ECIS proposes to perform these inspections in accordance with all criteria as currently outlined in the City of Oceanside Clean Water Program-URBAN RUNOFF RESTAURANT INSPECTION FORM, This form currently exists, is presently being utilized by ECIS and shall be supplied to ECIS by City of Oceanside.

ECIS proposes to inform and give written notification of all instances of Non-Compliance to the affected establishment, and how to obtain compliance, as described within the URBAN RUNOFF RESTAURANT INSPECTION FORM, and/or the City of Oceanside COMMERCIAL URBAN RUNOFF REQUIREMENTS MANUAL.

ECIS proposes to inform the City of Oceanside of all establishments found to be in Non-Compliance, with all enforcement procedures beyond the established notification of non-compliance procedure(s) by ECIS, to be City of Oceanside responsibility.

ECIS proposes to inspect all FSE's that are non-compliant at the first inspection, one additional time to verify compliance or non-compliance. Maximum number of inspections ECIS will perform per FSE is two (2). ECIS proposes to inform City of Oceanside of all FSE's still in non-compliance after the second ECIS inspection. City of Oceanside may elect to have ECIS perform additional inspections of non compliant FSE's past the normal maximum two inspections. All additional inspections will carry a fee of \$60 per FSE, per inspection.



ECIS proposes to notify City of Oceanside of all FSE's that are non-compliant due to an open trash dumpster lid(s) only. ECIS will not re-inspect these FSE's. These FSE's will be subject to inspection by City of Oceanside Code Enforcement staff. ECIS will give these FSE's the city provided Trash Enclosure Stencil and instruct the FSE on where to apply the stencil. ECIS will clearly identify these FSE's on the updated inspections database by high-lighting the FSE row in yellow.

ECIS proposes all FSE-NPDES inspections program information shall be contained within the existing Excel Database.

ECIS proposes to contact City of Oceanside Code Enforcement personnel for all instances where an immediate or imminent threat from a prohibited discharge to any part of the storm-drain, storm-drain conveyance structure(s)-creek-watershed or other sensitive or potentially sensitive area is occurring or is about to occur. For example, if ECIS finds an outdoor grease barrel that has tipped over or is leaking and the discharge is entering a storm-drain, conveyance structure, creek or other water body, ECIS would instruct the FSE to immediately remedy the situation and ECIS would also immediately contact City personnel. If ECIS were to find an area where there is heavy grease staining from past spills, but there is no active or imminent discharge threat-ECIS would not contact City personnel and would write up the FSE with a notice of non-compliance.

ECIS proposes to distribute all applicable and relevant material related to the program to all known and/or effected establishments.

ECIS proposes to charge the City of Oceanside a fee of \$ 60.00 per establishment inspected.

All return inspections due to non-compliance will carry a fee of \$60.00 per establishment, per visit.

Using the City quoted number of 433 establishments subject to inspection. Estimated annual cost of FSE-NPDES Inspection Program is \$ 25,980-(433 X \$60). Because the level of non-compliance is so difficult to estimate, ECIS estimates that out of 433 establishments, roughly one half (215), (2006-07 program saw nearly one half non compliant at first inspection), may be found to be non-compliant and subject to return inspection, thus increasing the estimated yearly program by an additional \$ 12,900-(215 X \$60).

Estimated annual cost of program is \$ 38,880.

➤ **FSE-COMMERCIAL KITCHEN PLAN CHECK PROGRAM:**

ECIS proposes to perform plan check on all submittals pertaining to FSE's (Food Service Establishment) or commercial kitchens. Plan check services will be offered on all new construction, existing FSE remodels, tenant improvements or FSE transfers of ownership as defined in Ordinance No. 07-OR0021-1, adopted January 17, 2007. All plan submittals shall be required to comply with



the existing City of Oceanside- Community Development Department -Building Division Plan Submittal Requirements.

ECIS proposes to perform all plan check duties outside of the Water Utilities department and City of Oceanside. ECIS will not have full time personnel available at the Water Utilities or Building Department plan check counters. ECIS staff can be available for a plan check meeting at the Water Utilities counter if the need arises. ECIS proposes to charge the City of Oceanside a fee of \$100 for each counter meeting. All other plan checks will be performed at ECIS offices. ECIS will provide all ECIS contact information to staff at Water Utilities Department in order for staff to inform applicants. ECIS will correspond directly with FSE owner(s) architects/engineers or other staff submitting plans. This component of the inspections program is currently in place.

ECIS proposes to inform applicant of all revisions required by noting corrections directly on submitted plan sheets. ECIS proposes to send an approved set of plans to City of Oceanside Water Utilities Department either in person or by next day carrier. Plans not approved and needing revision(s) will be stamped with a "Not Approved" stamp.

ECIS proposes to stamp all approved plan sheets with an ECIS "Approved" stamp, along with date of approval and ECIS responsible staff signature.

ECIS proposes to offer on-site consultations at all FSE sites that may require a field visit with interested parties to discuss installation requirements of Grease Control Devices. ECIS proposes to charge the City of Oceanside a fee of \$100 dollars per site visit.

ECIS proposes to require all submittals to have the following basic minimum requirements.

- 1. All plans submitted by a registered/licensed architect/ engineer in the State of California, with stamp*
- 2. One set of minimum 24x36 plans*
- 3. Site plan with FSE name, address, street name(s), North arrow, and show existing underground Utilities*
- 4. Plumbing plan ("P" sheet(s)) with Grease Waste line(s) marked "GW"*
- 5. Plumbing vent and waste diagram including isometric*
- 6. Floor Plan with Kitchen equipment schedule-specifying which fixtures will drain to Grease Control Device*
- 7. City approved Grease Interceptor specification drawing copied onto submittal*
- 8. Grease Interceptor/Grease Trap Manufacturer, size, make, GPM/ flow rate, model number*



ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

Source Control Solutions

Thank you Mark-ECIS values the working relationship it has maintained with the City of Oceanside, please contact me anytime with any questions.

Respectfully submitted,

*Jon C. Kinley
President
ECIS*

Inspection Programs for Commercial Kitchen Grease Source Control Installations and Grease Source Control Best Management Practices - RFP Mailing List

Company	Address	City	State	Zip	First Name	Last Name
ECIS	12 Via Torre	Rancho Santa Margarita	CA	92688	Jon	Kinley
EEC	501 Park Center Drive	Santa Ana	CA	92705	John	Shaffer
D-Max Engineering, Inc.	7220 Trade St., Suite 119	San Diego	CA	92121	Arsalan	Dadkhah