

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 4th day of June 2024, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and The Chambers Group, a Limited Liability Corporation, whose address is 3151 Airport Avenue, Suite F208, Costa Mesa, CA 92626 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide professional environmental consulting services for the preparation and submission of the Draft and Final Environmental Document, jurisdictional delineation, and applications for regulatory permitting; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year(s) unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Professional Environmental Consulting Services per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Mike McEntee as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Sixty-Four Thousand, Five Hundred Sixty-Six Dollars and 00/100 (\$164,566.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum

A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the negligent performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee

of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for

undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does

exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: _____
David Fenn, Mayor

CONTRACTOR:

THE CHAMBERS GROUP

By: _____


Print Name: Mike McEntee

Title: President

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT "A"

INVITATION FOR BIDS

(insert behind this page)



Website:
www.ci.beaumontca.gov

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposal For Professional Environmental Consulting Services For Cherry Channel Drainage Project

Proposals Due By:

3:00 pm
March 7, 2024

Contact:

Vincent Lopez
Project Manager – Capital Projects
VLopez@beaumontca.gov

RFP Available:

www.publicpurchase.com or
<https://www.beaumontca.gov/949/Bids-and-RFPs>

Introduction

The CITY of Beaumont (CITY) is seeking proposals from qualified firms (Consultant) interested in providing Professional Environmental Consulting Services for the Cherry Channel Drainage Project located adjacent to Cherry Avenue between Cougar Way and Oak Valley Parkway in Beaumont, CA. The requested professional environmental services shall focus on the lining of the Cherry Avenue Channel.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services, including providing customer service to the CITY.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the CITY, the selected firm will provide professional environmental services for the Cherry Avenue Channel Lining Project as described in the scope of this RFP.

City of Beaumont

The CITY of Beaumont was incorporated in November 1912. The CITY is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the CITY of San Jacinto, and on the east by the CITY of Banning. The land area within the CITY's boundaries is approximately 26 square miles.

The CITY interacts with other government agencies, including but not limited to the California Department of Transportation, the County of Riverside, RCTC, and the Santa Ana Regional Water Quality Control Board.

Background

The CITY is in the process of preparing plans to concrete line an existing trapezoidal earthen channel along Cherry Avenue. The existing channel is lined with a turf reinforced geo-mat along the side slope and channel bottom. The existing geo-mat is in poor condition with many sections torn or missing. The channel is adversely affected by urban runoff. The constant supply of nutrient-rich runoff has increased the City's maintenance cost and efforts. The CITY is seeking to alleviate this increased cost and efforts by lining the channel with concrete. The channel's alignments and grades will be maintained as well as all existing junction structures for the channel.

Scope of Services

The Scope of Services for the Cherry Channel Drainage Project is attached as Exhibit A.

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the CITY's Professional Services Agreement by Independent Contractor, a sample of which is attached (Exhibit B).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for the duration of the project or three years, with two one-year extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Proposal Requirements

Proposals shall clearly address all the information requested and describe the methodology to be used to accomplish each of the project tasks. Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The CITY relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of services. The CITY will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information

is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by CITY prior to signing the agreement with CITY).

- C. The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with CITY staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. Cost proposal (including hourly rate) shall be submitted in a separate sealed envelope. This should include a not to exceed fee amount and fee schedule for services and hourly billable costs.
- K. Any other information which should be considered, such as any special services or customer service philosophy, which define your firm's practice.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the CITY of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Four (4) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than **3:00pm, Thursday, March 7, 2024**. **The cost proposal shall be submitted in a separate sealed envelope** to the following location:

Beaumont Civic Center
550 E. Sixth Street
Beaumont, CA 92223

Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Professional Environmental Services for Cherry Channel Drainage Project." Request for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Vincent Lopez
Project Manager
vlopez@beaumontca.gov

No RFC or questions will be accepted after 11:00 a.m. on **February 23, 2024**. All RFC responses will be posted on PublicPurchase.com by March 1, 2024.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the CITY.

All costs associated with the preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 20 pages single spaced (not including resumes or addenda), using a minimum 12-point font size.

Event	Date
RFP Issued	February 12, 2024
Questions submitted on Public Purchase deadline	February 23, 2024 @ 11:00 a.m.
Answers to Questions on Public Purchase will be posted	March 1, 2024
Proposals Due	March 7, 2024 @ 3:00 p.m.
Interviews (if required)	March 18 – 22, 2024
Award Date (Tentatively)	April 2, 2024

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public records and will be subject to review by the public. Any

language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The CITY reserves the right to amend the RFP by addendum prior to the final proposal submittal date. Addenda will be posted on PublicPurchase.com.

Non-Commitment to CITY

The CITY reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The CITY may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the CITY reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the CITY that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The CITY intends to engage the most qualified consultant available that demonstrates a thorough understanding of the CITY's needs. CITY staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	20
Demonstrated Professional Skill and Credentials	20
Related Experience and Previous Projects	20
Approach to Performing this Type of Service	20
Familiarity with CITY and CEQA Procedures	20
Total	100

The CITY may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the CITY's adopted procedures. The CITY may select the top two firms and enter into negotiation. The CITY reserves the right to reject any and all proposals.

Reference Information

Links to applicable design standards can be found on the CITY's website. The following reference information has been provided specifically for this project and can be found on the public portal website together with this RFP:

- Concept Plans

Exhibits

- A. Scope of Services
- B. Sample Professional Services Agreement
- C. Project Location Map

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW

EXHIBIT A

Scope of Services

The Scope of Services will be required to provide all labor, equipment, tools and furnishings necessary to perform the environmental services and compliance for lining the existing trapezoidal earthen channel along Cherry Avenue. The existing channel is lined with a turf reinforced geo-mat along the side slope and channel bottom. The existing geo-mat is in poor condition with many sections torn or missing. The channel is adversely affected by urban runoff. The constant supply of nutrient-rich runoff has increased the CITY's maintenance cost and efforts. The CITY is seeking to alleviate this increased cost and efforts by lining the channel. The scope of services shall generally include the following tasks:

1. Project Management
2. Data Gathering and Analysis
3. Investigations
 - Geotechnical Assessment
4. Environmental Services
 - CEQA Compliance
5. Jurisdictional Coordination
 - RCFCD & WCD
 - Regulatory Agencies

The following Scope of Services is provided as a guideline and is intended to identify the CITY's expectations and requirements associated with the required Environmental Services. Consultants may suggest modifications to the proposed Scope of Services and are encouraged to expand the scope to include additional and/or optional tasks if deemed necessary to execute and facilitate the final design of the Project. At a minimum, the following specific tasks are to be included in the proposed Scope of Services.

Detailed Scope of Services

Task 1 – Project Management

- Prepare and lead the Project kick-off meeting with the CITY to discuss and review the following:
 - Project background, goals, constraints, and approach
 - Project reporting/communication protocols/coordination
 - Project schedule
 - Critical/High Priority Scope
- Provide electronic project design schedule (baseline and monthly progress updates) in searchable pdf format. At a minimum, the schedule shall include all submittals, meetings,

and milestones. Schedule should incorporate a minimum 3-week period for each CITY submittal review.

- Coordinate meetings with other agencies as necessary.
- Conduct and demonstrate effective quality assurance and quality control procedures.
- Consultant shall notify the CITY of any out-of-scope work items and obtain CITY approval prior to proceeding, no exceptions. Consultant will not be compensated for at risk work.
- **Deliverables:** Consultant shall submit all meeting agendas and presentations to the CITY a minimum of one (1) week prior to meetings, and all meeting minutes shall be submitted within three (3) working days following each meeting. CITY comments shall be incorporated, and final minutes published for distribution and record.

Task 2 – Data Gathering and Analysis

- Gather, review, and understand information on the CITY's previous planning and design efforts for the Project, including the detailed review of all associated reference documents.
- Conduct field visits, inquiries, and investigations to acquire and review all relevant records of existing and proposed scope of work including review of record drawings, property boundaries and right-of-way, environmental and geologic information, as well as to document physical conditions, features, and constraints within the Project area.
- Acquire mapping, record drawings, and relevant information (aerial, utility, topographic, geologic, environmental, etc.) from City, County, USGS, and other agency sources.
- Compile base mapping and identify jurisdictional limits (e.g. city/county agencies, community districts, etc.) and requirements.
- Review the conditions of the existing channel and the best options and ways to integrate the proposed scope of work.
- Complete an independent review of all provided reference documents to either confirm the design recommendations or suggest alternatives. Alternative recommendations shall be identified and discussed early in the design. At a minimum, consultant review shall include the following:
 - Potential environmental concerns
 - Potential Jurisdictional requirements and permits
 - Potential utility conflicts and concerns
- Meet with CITY staff and discuss standards, expectations, project approach, and results of data gathering and analysis.
- **Deliverables:** Consultant shall summarize the results of this task into a Technical Memorandum (TM) and submit three (3) hard copies and one (1) electronic copy (searchable pdf), for CITY review. CITY comments shall be incorporated into the final technical memorandum.

Task 3 - Investigations

Task 3.1 Geotechnical Investigation

- Review existing technical memorandum prepared by Converse Consultants for the Cherry Avenue Channel and Other geotechnical reports that were prepared for adjacent developments and gather all necessary information required for a complete design.
- **Deliverables:** Consultant shall summarize results and recommendations into a Technical Memorandum (TM). Three (3) hard copies and one (1) electronic copy of the draft report shall be submitted for review. CITY comments shall be incorporated in final TM. Results of the geotechnical investigation shall be incorporated into the final contract documents.

Task 4 – Environmental Services

- The Consultant shall prepare a Draft IS/MND and technical studies (Air Quality/Green House Gases and Energy) in compliance with local, state and federal plans, policies and regulations. The Consultant shall prepare a draft Mitigation Monitoring and Reporting Plan (MMRP). A Final version of the IS/MND shall be prepared after incorporating City's comments. The Consultant is to assist the CITY with the CEQA required notices and publishing, including submittal to the State Clearinghouse (SCH).
- Upon conclusion of the public review period, the Consultant shall prepare written responses to comments. The Consultant shall prepare a draft Notice of Determination (NOD) for CITY review and will assist with County Clerk and SCH filing.
- **MSHCP Compliance and Biological Resources:**
 - The CITY and RCFC&WCD are permittees of the Western Riverside City Multiple Species Habitat Conservation Plan (MSHCP) and as part of the CEQA review, must show consistency with the plan for the project.
 - The Consultant shall prepare a Biological Habitat Assessment and record searches for any sensitive biological resources known to occur on and within the project site, a systematic survey to document baseline conditions and the presence/absence of any special-status biological resources, and a detailed assessment of suitable habitat for burrowing owl, Narrow Endemic Plant Species (Munz's onion and many-stemmed dudleya), and birds associated with riparian/riverine areas. The Consultant shall prepare a report that will include a brief impact analysis of the project on special-status biological resources, any further focused surveys required, analysis of the project's consistency with MSHCP requirements, and any avoidance and/or mitigation measures.
- **Burrowing Owl Survey Instructions for the MSHCP:**
 - The Consultant shall conduct a Burrowing Owl Survey in accordance with the Burrowing Owl Survey Instructions for the MSHCP. The survey report shall be prepared and includes the survey methodology and results of surveys, including maps and photographs.
 - The Consultant shall prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP). A DBESP report shall be prepared that will quantify the

project's impacts to riparian/riverine areas, mitigation measures to offset impacts, and a finding demonstrating mitigation measures.

- Consultant shall perform all work necessary to meet the requirements of the California Environmental Quality Act (CEQA). Work shall include determination of the necessary level of environmental documentation, surveying, studies, and mitigation based on the project area and scope. The consultant shall prepare the required negative declaration (ND) or Mitigated Negative Declaration (MND).
- The Consultant will prepare the final documentation, including all required mitigation measures. The consultant will assist the CITY in preparation and documentation of the final Notice of Determination (NOD).
- **Deliverables:** Three (3) hard copies and one (1) electronic copy of the draft environmental documents for CITY review. CITY comments shall be incorporated prior to the public notification period. Three (3) hard copies and one (1) electronic copy of the final approved environmental documents. All mitigation measures shall be incorporated into the final contract documents.

Task 5 – Jurisdictional Coordination

- Jurisdictional delineation (JD) of the channel shall be conducted to determine the extent of jurisdictional “waters of the United States” and “waters of the State” (including potential wetlands). The JD Report shall include a map to indicate the extent of waters of the US/State along the project limits. The report shall include a project site baseline information, the acreage of temporary and permanent impacts to waters of US and State, and the required permits for the project.
- The Consultant shall prepare the Permit Application packages for Section 404 Nationwide Permit (from US Army Corps of Engineers), Section 401 Water Quality Certification Permit (Regional Water Quality Control Board), 1600 Streambed Alteration Agreement (California Department of Fish and Wildlife) for construction and maintenance.
- The Consultant shall coordinate with the Riverside County Flood Control and Water Conservation District to obtain the necessary permits.

EXHIBIT B

Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the X day of XXX 2023, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and XXX, whose address is XXX (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide XXX Services and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after XX (X) year(s) unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: XXX per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates XXX as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed XXX (\$XXX).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required ___ /Not Required ___; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business

in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are

incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid

within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and

vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements

of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: _____
XXX,

CONTRACTOR:

XXX

By: _____

Print Name: _____

Title: _____

EXHIBIT “A”

PROPOSAL

(insert behind this page)



EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT C Project Location Map

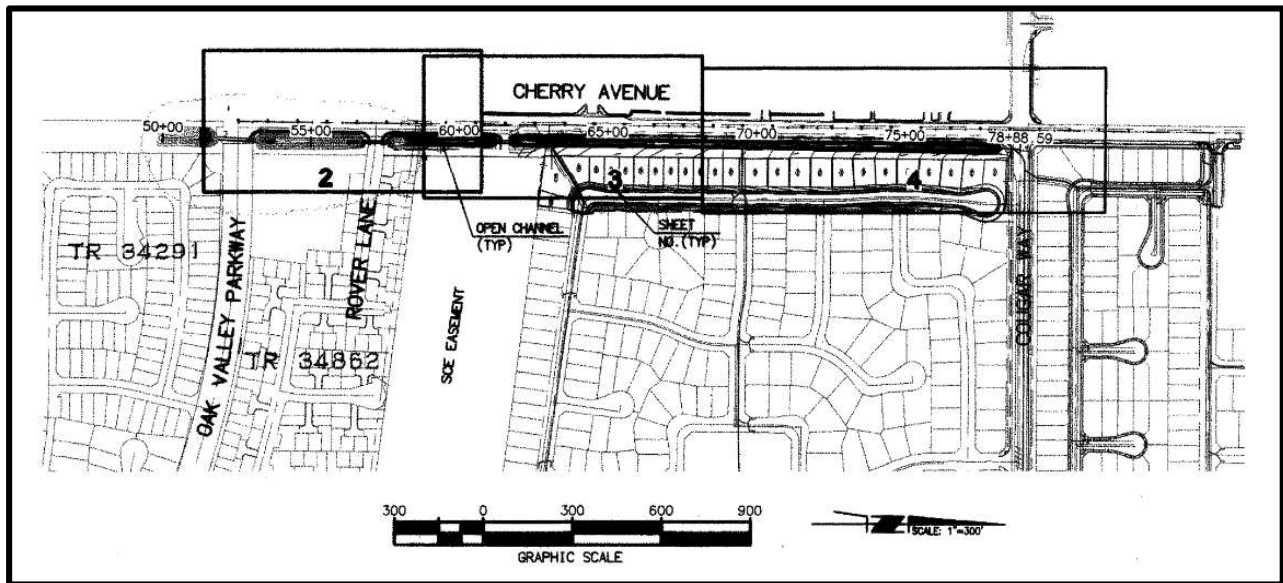
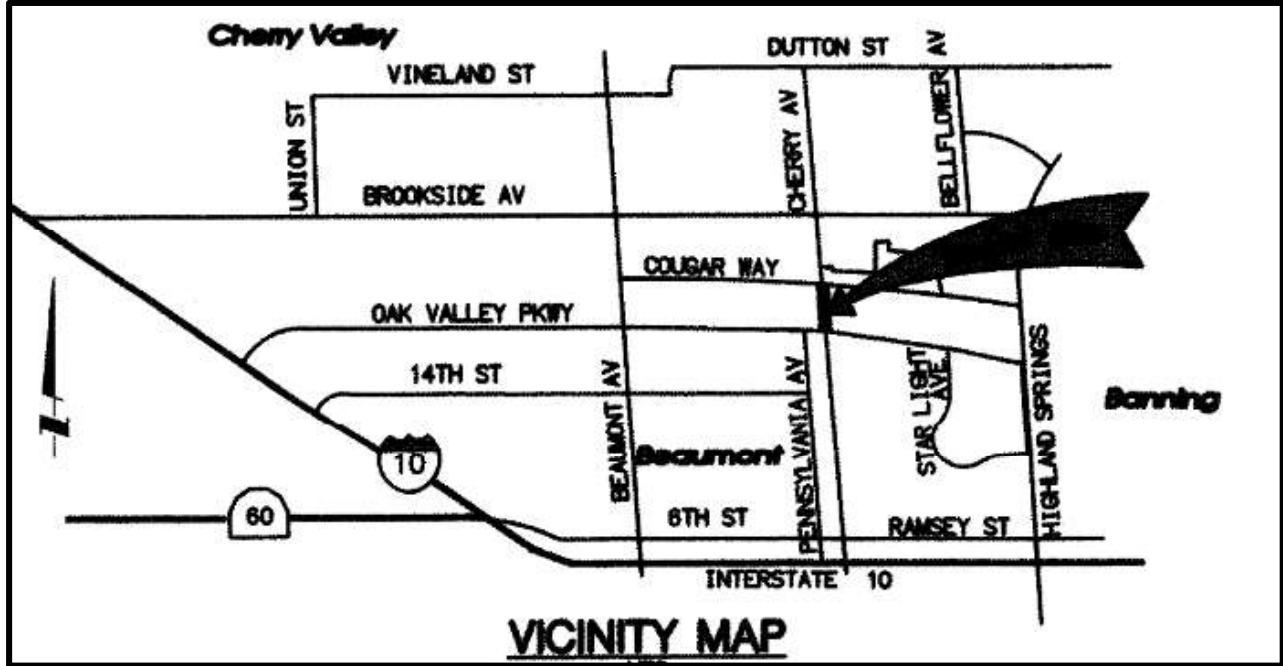


EXHIBIT "B"

PROPOSAL

(insert behind this page)

I. Scope of Services

Task 1: Project Management and Meetings

Task 1.1: Project Management

The Project Management task will cover internal management, invoicing, communication, coordination, reporting, preliminary reviews of received reports, drafting schedule updates and meetings with the City. This task assumes no more than four Project check-in meetings virtually taking no more than 1 hour with Chambers Group staff, one Project presentation, and one City meeting during Project approval, lasting no more than 3 hours with 2 Chambers Group staff. Additional work including out-of-scope items and additional meetings, including public meetings, will be provided with the submittal of a contract amendment.

Deliverables: An electronic copy of the meeting agendas if required.

Task 1.2: Kick-Off Meeting

Kick-off Meeting: Project initiation will begin with a kick-off meeting with the City and the Chambers Group Project team to discuss the project history, project description, specific project issues, and CEQA schedule; as well as receive available project information and technical reports. It is assumed that this information will include the geotechnical studies, site plans, permits, and other pertinent project information. This meeting is assumed to take no more than 2 hours. After the kick-off meeting, Chambers Group will develop a list of additional data needs.

Deliverables: One electronic copy of the data needs list.

Task 2: Data Gathering and Analysis

This task will cover the data gathering and analysis outlined in the Request for Proposal (RFP) such as, reviewing relevant City documents including previously submitted permits for the original installation and/or ongoing maintenance, previously prepared reports and other referenceable documents, figure and map development for the CEQA document including but not limited to the location and vicinity, land use, zoning, wildfire, utilities, and other public services. Technical desktop research for specific resources including biological and cultural resources are outlined in Task 4. This task assumes one preliminary site visit and check-in meetings with City staff.

Deliverables: Results of this task such as the identification of potential environmental concerns, Project conflicts, and required figures shall be summarized into a memorandum submitted electronically for one round of review. Three hard copies shall be sent to the City after the memorandum has been finalized.

Task 3: Investigations

Task 3.1: Geotechnical Investigation

Ninyo & Moore's geotechnical scope of services will include the following:

- Review of the existing Technical Memorandum prepared by Converse Consultants for the Cherry Avenue Channel, other available geotechnical reports for adjacent developments, and readily available geologic maps, published geotechnical literature, geologic and seismic data, aerial photographs, groundwater data, and in-house information.
- Geotechnical reconnaissance to document the existing surficial conditions at the proposed project site.



Commented [EB1]: Vincent Lopez
2024-04-29 14:42:36

Based on the six month scheduled provided by the Chambers Group, the cost for this item in the cost proposal seems substantially high for eight hours. Please revise and clarify. After kick-off meeting, we may only need 30-minute check-in meetings since we will be communicating back and forth via email.

Commented [EB2R1]: Per the RFP, this task included meetings with other agencies and presentations (including preparation time and travel) to the City. The full text from the RFP was not included given the page count requirements. Based on the discussion that this will be a straightforward project, and the estimates have been revised for 2 staff members, 8 hours each and reflects changes per the comments below



- Assessment of the general geologic conditions and seismic hazards affecting the site, and evaluation of their potential impacts on the Proposed Project. Evaluation of geologic impacts would include erosion potential, compressible soils, expansive soils, and shallow groundwater. Evaluation of seismic impacts would include potential surface rupture, ground shaking, and liquefaction.
- Preparation of a short report providing our findings and conclusions regarding geology and soils conditions that may impact the project and would be necessary to complete the final environmental document and associated permit applications.
- Consultation with other project consultants to provide geology/geotechnical input to the final environment documents.

Task 3.2: Phase I ESA

Ninyo & Moore's proposed scope of services for the Phase I ESA will include, but not necessarily be limited to, the following:

- A review of federal and state environmental record sources for the subject property and for properties located within the search radii prescribed by ASTM for the respective environmental record sources.
- A review of readily available and/or reasonably obtainable historical aerial photographs, Sanborn Insurance Maps, building plans, and United States Geological Survey Topographic Maps, etc.
- A subject property reconnaissance to visually evaluate subject property conditions.
- Interview owner representatives and/or other individuals familiar with the subject property, including past subject property operations, and construction history, if readily available and relevant.
- A subject property vicinity reconnaissance to evaluate conditions of adjacent or nearby properties for possible environmental influences on the subject property.
- Preparation of a Phase I ESA report that meets ASTM E1527-21 and EPA AAI reporting criteria.

Assumptions: The following assumptions have been made in the preparation of our scope of services.

It is the responsibility of the client to review environmental liens for the property or engage a title company to review such records. A lien search is not included as part of the proposed work scope. Ninyo & Moore can provide this service if requested as an additional service and fee.

In accordance with the ASTM E1527-21 standard, subject property-specific information will be requested from the user of the report in the form of a customized questionnaire or an interview with a designated representative, at the client's discretion.

Up to 4 hours have been estimated to review agency records for the subject property. Review of agency records for adjoining properties is not included in this proposal. Should available files require additional review time, additional cost to obtain, or other conditions be encountered that warrant additional research/evaluation (such as an in-person review of records at a local agency office), the client will be contacted for additional authorization. Up to 8 hours for the site reconnaissance are included in this task.

Deliverables: One electronic copy for one round of review and comment. Results to be incorporated into the IS.

Task 4: Environmental Services

Task 4.1: Air Quality, GHGs, and Noise Evaluation

Ldn Consulting will prepare air quality, GHG and noise evaluations for the proposed 24-21 Cherry Channel Drainage Project known as the "Project".

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2024-04-29 14:44:20

Please revise to be all inclusive. The City will forward/share all documents and records needed for assessment.

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Air Quality

- Construction-related activities and emissions will be evaluated. This would consist of building demolition, import/export of soil, mass grading, etc. A qualitative assessment of potential impacts from toxic air emissions will be included. Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction; emissions will be quantified using the California Emissions Estimator Model® (CalEEMod) emissions inventory model.
- Consistent with the Air Quality Management Plan (AQMD) a screening-level diesel health risk assessment will be prepared for emissions resulting from short-term project construction activity, specifically diesel particulate matter.
- If the Project exceeds the Screening-Level Criteria for Air Quality Impacts as identified by the Air Pollution Control District (APCD), more detailed analysis may be required to determine mitigation solutions and would be included.
- The analysis shall address consistency with the ARB's Air Quality and Land Use Handbook, and potential sources of toxic air contaminants (TACs) from the project and strategies to reduce emissions along with design features and mitigation measures consistent with the County and APCD.

GHG

- Identify, characterize, and inventory any applicable GHG emissions currently being requirements (i.e., Assembly Bill's (AB) 32, 341, 1493, Senate Bill 97, and Executive Orders S-3-05, S-01-07, B-30-15).
- Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction. Evaluate net increase in applicable GHG emissions associated with mobile source activity. Data available from the project team and previous analysis will be utilized in characterizing GHG-generating activities.
- The results of this study effort will be summarized in a report as requested. The analysis will discuss the latest guidelines for Climate Change analyses as well as any California Air Resources Board (CARB) adopted thresholds of significance and the General Plan.

Noise

- The anticipated construction activities noise levels will be identified to determine if short term impacts will occur at the adjacent property lines. The calculated noise levels will be propagated to the nearest residences using the logarithmic relationship describing the acoustical spreading or drop off rate of 6 dB per doubling of distance from the source. The propagated noise levels will be compared to the applicable standards. If potential impacts are identified, feasible mitigation measures will be designed.
- The analysis will discuss the local guidelines and adopted thresholds of significance for Noise.

Revisions and Coordination

- If additional emissions reduction calculations, report revisions, environmental coordination or agency requests are required, LDN will work with the City to determine any and all additional efforts and associated costs prior to any additional work commencing. For budgeting purposes and to avoid contract changes when these services are requested, LDN will perform these additional services on a time and materials basis.

Deliverables: One electronic copy of the report for one round of review. Results to be incorporated into the Initial Study (IS).



Task 4.2: Biological Survey and Report (with MSHCP Consistency Analysis)

Chambers group will conduct a biological resources survey for the Project, including a habitat assessment, and will prepare a biological technical report which will include an analysis of the Project's consistency with Western Riverside County Regional Conservation Authority (RCA) Multiple Species Habitat Conservation Plan (MSHCP) requirements and recommended avoidance and mitigation measures.

Prior to conducting the biological resources survey, Chambers Group will review the RCA MSHCP Information Map for applicable criteria and survey requirements for the assessor parcel number(s) containing the Project. Survey requirements for MSHCP species not adequately covered will also be reviewed. The U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey will be reviewed to identify soils that occur within the Project site. The USFWS National Wetlands Inventory (NWI), the U.S. Geological Survey's (USGS) National Hydrography Dataset (NHD), Google Earth imagery, and historical aerial photographs of the Project site and vicinity will be reviewed for hydrological features that may fall under the regulatory jurisdiction of the USACE pursuant to Section 404 of the Clean Water Act, RWQCB jurisdiction pursuant to Section 401 of the Clean Water Act, and CDFW jurisdiction pursuant to Section 1602 of the Fish and Game Code. This task will also include a review of CDFW's California Natural Diversity Database, the California Native Plant Society's Electronic Inventory, and the USFWS' Information for Planning and Consultation for existing records of listed and/or special status plant and wildlife species and habitats occurring on or in the vicinity of the Project.

After conducting the literature review, biologists will conduct the biological resources survey and habitat assessment within the approximately 3-acre Project site. Chambers Group biologists will document the presence of common and sensitive biological resources, both flora and fauna, within the Project boundaries. The survey will focus on determining the potential presence of federal- and state-listed or otherwise special status plant and wildlife species and sensitive habitats, including suitable habitat for burrowing owl, birds associated with riparian/riverine areas, and narrow endemic plants including Yucaipa (Marvin's) onion and many-stemmed dudleya. Per the *Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area* (survey instructions; protocol), if burrowing owl habitat are found on site a 500-foot boundary around the Project site will be walked (where accessible and permitted), to map suitable burrowing owl habitats. All vegetation communities and other landcover types will be mapped, qualitatively described, and assessed for the potential for occurrence for special status species. Photographs will be taken to document the conditions of the Project site at the time of the survey. All plant and wildlife species observed or detected during the survey will be recorded.

Chambers Group will prepare a biological technical report that will include an introduction, methods used to conduct the survey, results of the survey documenting the existing biological resources, a discussion of special status plant and wildlife species with the potential to occur on the Project site, an analysis of the Project's consistency with MSHCP requirements), recommended avoidance and mitigation measures, and any required focused surveys.

~~The report will contain up to 40 pages of text and tables, up to eight figures, and up to 80 pages of appendices including literature searches, site photographs, and lists of plant and wildlife species observed or detected during the survey.~~

The biological resources survey will be conducted within 2 weeks of receiving the NTP. Chambers Group will submit three hard copies and one electronic copy of the draft biological technical report to the City



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2024-04-29 20:42:20

The amount of pages may be sufficient however, the City does not want to be limited to these amounts to trigger costs above an awarded amount.

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within 4 weeks following the completion of the biological resources survey and habitat assessment. Chambers Group will incorporate one round of comments from the draft report into a final report and will deliver three hard copies and one electronic copy of the final report to the City upon completion. Geographic information system (GIS) shapefiles will also be provided to the City.

Assumptions: The level of effort for Task 4.2 assumes two biologists surveying the site in 1 day. If additional survey time is required due to unforeseen circumstances, Chambers Group will revise the cost in coordination with the City.

The scope of work for Task 4.2 does not include focused surveys or a formal jurisdictional delineation. If needed, BUOW focused surveys will be provided under Task 4.3. A formal jurisdictional delineation and reporting is provided under Task 5.1. If additional focused surveys are required based on the results of the biological resources survey, Chambers Group will provide them as a separate scope and cost. The scope of work for Task 4.2 includes up to 4 hours for responding to agency letters and comments.

While not anticipated, if any published updates to the Consistency Analysis Report Template should occur prior to the biological technical report/MSHCP consistency analysis being completed, and if the updates should substantially change the level of work required for this report or require any additional studies be conducted prior to analysis, Chambers Group will revise reporting costs (if needed) after approval from the City.

Deliverables: One electronic copy of the report for one round of review for substantive revisions and comments. Reasonable rounds of revisions such as minor comments and clarifications are covered under this task. Results to be incorporated into the IS.

Task 4.3: Burrowing Owl Survey Instructions for the MSHCP (if needed)

Based on the results of the biological resources survey and habitat assessment, if suitable burrowing owl habitat is present on or adjacent to the Project site, a focused burrow survey and focused burrowing owl surveys must be conducted in accordance with the survey instructions. The purpose of focused burrowing owl surveys is to identify if, when, and how the site is being used by burrowing owls. Focused burrowing owl surveys will be conducted within the approximately 3-acre Project site and a 500-foot buffer (survey area). Following the survey instructions protocol, the burrowing owl focused surveys will include a minimum of one, and up to four separate site visits during the burrowing owl breeding season (March 1 through August 31).

The first visit will include a focused burrow survey to locate and map location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any burrowing owls; if no potential burrows or burrowing owls are detected, no further surveys are required. If the survey area contains natural or man-made structures that could potentially support burrowing owls, or owls are observed during the burrow surveys, four separate site visits during the burrowing owl breeding season must be conducted. The first focused survey may be conducted concurrent with the focused burrow survey. The remaining three focused burrowing owl survey visits will be conducted as specified in the survey instructions protocol. During each focused survey, dominant plant species and all wildlife species observed/detected will be recorded, and site photographs will be taken depicting the survey area and any evidence of burrowing owl.

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2024-04-29 17:03:11

This task needs to be all inclusive for the biological surveying.

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2024-05-01 16:18:00

Task needs to be all inclusive. The City is under the assumption that the Chambers Group visited the Channel.

Commented [EB10R9]: A general site visit was performed. However, based on a more detailed assessment and based on input from regulatory agencies additional surveys are sometimes required. There is no way to determine what the more detailed survey and agency requests are at this time. Additional surveys based on our more detailed literature review and survey is unlikely to result in additional surveys required for project. However, the resource agency's are unpredicted. For example they are now asking for couches bumble bee surveys on most project in the area but they do not specify what habitats should include surveys.

If there are any previously prepared studies that have been done for the site, there are potential cost savings we could implement for this project.

Commented [EB11]: Vincent Lopez
2024-04-29 20:43:31

What if another round is needed? The City would like to award a fixed contract amount to complete this project.

Commented [EB12R11]: Noted that substantive comments will have one round and understand that minor revisions back and forth is covered under this task.



According to the protocol, surveys will not be conducted during rain, winds greater than 20 miles per hour, dense fog, or temperatures over 90 degrees Fahrenheit. Potential burrowing owl burrows will be examined for burrowing owl sign and all evidence of burrowing owl or burrowing owl sightings within the Project site will be documented, digital photographs will be taken, and locations will be recorded using a handheld Global Positioning System (GPS) device.

After completing the required field surveys, methods and findings will be summarized and incorporated into a focused survey report. The locations of any suitable burrows, burrowing owls, or burrowing owl sign encountered will be mapped and corresponding GPS coordinates will be provided. ~~The report will be include up to 15 pages of text, tables, and figures and up to 20 pages of appendices including Plant and wildlife species lists, site photographs, and field survey forms.~~ Chambers Group will submit three hard copies and one electronic copy of the draft burrowing owl focused survey report to the City within 4 weeks following the completion of the final survey. Chambers Group will incorporate one round of comments from the draft report into a final report and will deliver three hard copies and one electronic copy of the final report to the City upon completion. GIS shapefiles will also be provided to the City.

Assumptions: The cost for Task 4.3 includes two biologists surveying the Project site and buffer in one full day during the first site visit, and in a half-day (either a dawn or dusk survey), during each of the three subsequent site visits. If for unforeseen circumstances additional survey days are necessary (e.g., adverse weather conditions canceling a survey), Chambers Group will provide them after approval from the City. The scope of work for Task 4.3 includes up to 2 hours for responding to agency letters and comments.

Task 4.4: DBESP Report

After all required surveys for the Project have been conducted and the respective survey reports have been prepared and accepted, Chambers Group will prepare a DBESP. The DBESP will follow the most-recent version of the DBESP template available on the Regional Conservation Authority's website, and will include Executive Summary, Introduction, Riparian/Riverine Mitigation (MSHCP Section 6.1.2), Narrow Endemic Plant Species Mitigation (MSHCP Section 6.1.3), Additional Survey Needs (MSHCP Section 6.3.2), Delhi Sands Flower-Loving Fly (MSHCP Section 6.3.2), and Reference section, and supporting appendices.

The DBESP report will include up to 30 pages of text, tables, and figures and up to 250 pages of supporting appendices (including biological surveys and jurisdictional delineation reports). Chambers Group will submit three hard copies and one electronic copy of the draft DBESP report to the City within 4 weeks following completion of all required Project surveys and reports. Chambers Group will incorporate one round of comments from the draft DBESP report into a final DBESP and will deliver three hard copies and one electronic copy of the final report to the City upon completion.

Assumptions: While not anticipated, if any published updates to the MSHCP DBESP template should occur prior to the DBESP for the Project being completed, and if the updates should substantially change the level of work required for this report or require any additional studies be conducted prior to analysis, Chambers Group will revise the cost of the DBESP (if needed) after approval from the City. ~~The scope of work for Task 4.4 includes up to 4 hours for responding to agency letters and comments.~~

Deliverables: One electronic copy of the report for one round of review and comment. Results to be incorporated into the IS.

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2024-04-29 17:05:20

The price for this task and report needs to be all inclusive regardless of the amount of pages.

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2024-04-29 17:07:24

The City is relying on the Chamber Group's expertise for this task. The price will need to be all inclusive without limits before change orders are requested.

Commented [EB16R15]: Comment addressed and scope updated

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Task 4.5: Cultural Resources Literature Review, Desktop Research and Consultation

Task 4.5.1: Literature Review and Desktop Research

Chambers Group will conduct a literature review, including a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the appropriate Information Center (IC). The records search will be conducted by IC staff and review relevant previously recorded cultural resources and previous investigations completed for the half-mile search radius surrounding the project site. A paleontological records search will also be completed for the half-mile search radius surrounding the Project site by the relevant Natural History Museum.

In addition to the above research, a request that the Native American Heritage Commission (NAHC) will be submitted for a review of their sacred land files (SLF). This search will identify if any resources important to Native Americans have been recorded within the project area and surrounding vicinity. The NAHC will provide the results and a list of affiliated tribal representatives to contact for additional information. Chambers Group will provide the results of the NAHC SLF search and list of tribes in the desktop cultural resources letter report. Note: This research alone does not satisfy the lead agency's requirements under AB 52. It is assumed that the lead agency will conduct AB 52 Tribal Consultation. Upon request, Chambers Group can assist in coordinating AB 52 consultation requirements (see Task 4.5.3).

Assumptions:

- The City will provide Chambers Group with confirmation on the Project footprint at the time of authorization or NTP. It is assumed that this information will not change once Chambers Group has initiated the tasks above.
- All required records searches will be submitted within 1 week of receipt of NTP.
- Fees incurred by the IC and Museum to conduct the record searches, estimated at \$1,380.00, are included as part of this task. We will bill the actual amount these institutions charge without a markup.
- Currently, the IC estimates 6 to 8 weeks from the date of request to provide results for a records search. In addition, fees incurred by the relevant Natural History Museum to conduct the paleontological record search are included as part of this estimated cost. Currently, the Museum estimates 2 to 3 weeks from the date of request to provide results for a records search. Currently, the NAHC estimates 6 to 8 weeks from the date of request to provide results for the SLF request.
- This task does not currently include the issuance of NAHC Scoping Notification Letters to NAHC-listed points of contact to request information regarding the proposed Project site. These informal evidence gathering letters are not a substitute for government-to-government consultation by the permitting agency. If the SLF search returns positive results and/or the City requests that these notification letters be transmitted, a revised scope of work and cost will be necessary.
- This task assumes that no previously documented cultural resources are recorded within the Project site. If the records search data reveals that potentially significant cultural resources are documented within the Project site and/or surrounding half-mile radius study area that may be affected by the Project, further research, such as a field survey, may be required, at additional cost.
- This task does not include cultural resources survey, testing, data recovery, analysis, monitoring, or similar programs.

Deliverables: This task includes a records search requests, review of results provided, and minimal research to be incorporated within the Cultural Resources Report.



Task 4.5.2: Cultural Resources Desktop Report

Chambers Group will complete a desktop study and prepare a Cultural Resources Report deliverable. The Cultural Resources Report will be prepared according to Archaeological Resource Management Report (ARMR) Guidelines and California State Historic Preservation Office (SHPO) Guidelines, detail the methods used, and describe the results of the records search, all additional research and literature review, and any related recommendations. The report will not include results from an on-ground survey of the proposed Project site as it is perceived that little meaningful data can be gleaned from a pedestrian survey of the area due to the location of proposed direct impacts being located within compacted, semi-impervious surfaces within an active channel system. The report is assumed to contain up to 30 pages of text, graphics, and appendices. The report will also discuss the paleontological records search results and the basic geologic context of the Project site, to support any related recommendations regarding paleontology, as well as addressing the results of the NAHC SLF records search.

Assumptions:

- Chambers Group will provide a draft report to the City for review within 4 weeks after receipt of all requested records search data.
- This task cost estimate assumes that only one round of substantive consolidated report comments from the City will be received to be incorporated into the final document within 2 weeks after draft review. If additional comments are received, a revised scope of work and cost for additional review may be necessary.
- This task does not include cultural resources, survey, testing, data recovery, analysis, monitoring, or similar programs. It is assumed that existing hardscape, geo-material liner, and landscape features located within the proposed Project site will preclude effective ground surface visibility and impede the ability to adequately identify and assess the presence of archaeological resources. Therefore, an on-foot survey of the Project site is NOT recommended. Should an archaeological resources inventory survey be required a separate scope and cost will be required.
- This task does not include survey and analysis of historic period-built environment resources. It is assumed that no such resources are located within the Project site or adjacent right-of-way (publicly accessible surface streets). If historic period-built environment infrastructure is identified within the Project right-of-way, and may be affected by the Project, these resources would need to be evaluated for eligibility for listing on the National Register of Historic Places, the California Register of Historical Resources, and/or a local register. If historic period-built environment resources that may be affected by the Proposed Project are identified, a separate scope and cost will be required to assess these resources.

Deliverable: One electronic copy of the Desktop Cultural Resources Report. Results to be incorporated into the IS.

Task 4.5.3: AB 52 Tribal Consultation Support

AB 52 required an update to CEQA Appendix G to include a new category titled "Tribal Cultural Resources". As a Lead Agency, the City is required to conduct AB 52 consultation with requesting tribal groups on a government-to-government basis.

Commented [EB17]: Similar to the previous response that this will include a reasonable amount of minor revisions after substantive comments have been made



This task will provide support to the City including, but not limited to preparing and transmitting Request to Consult Letters to respective tribes via email and certified mail; support with consultation regarding the proposed Project plans and potential impacts; support arranging conference calls with tribes; and/or development of mitigation measures, as appropriate. Should any tribe request a site visit, or require further calls to conclude consultation, it is assumed that City will cover this expense and provide the tribe(s) an opportunity to visit the Project site.

Assumptions:

- It is assumed that City has a prepared list of no more than three Tribal Representatives who have previously expressed a desire to be notified when a project requires AB 52 consultation.
- This task includes AB 52 consultation support with requesting tribal groups and includes time for assisting and/or attending up to three 1 hour meetings with City Staff and tribal members in an online forum, and up to 2 hours to assist drafting potential mitigation measure language.
- This proposal does not include attending field visits requested by tribal groups requesting consultation. Based on recent experience, field visits with the tribal groups have not been requested.

Deliverable: Up to four Request to Consult Letters and Project site maps for District review; assist with up to three 1-hour consultation meetings; prepare Tribal Consultation Summary memo.

Task 4.6: CEQA Documentation

Task 4.6.1: Project Description and IS

Project Description: Chambers Group will develop a comprehensive description for the Proposed Project that will form the basis for the analysis of the potential impacts on the environment, based on the information provided by the City. The project description will include a narrative and graphical presentation of the Proposed Project, including components, location and boundaries, regional and vicinity maps, and a statement of the Project goals and objectives.

Prepare IS Checklist: Chambers Group shall prepare an IS Checklist to determine the appropriate level of CEQA documentation for the Proposed Project which is assumed to be either a Negative Declaration (ND) or MND. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G or utilizing a format preferred by the City in compliance with CEQA Section 15063. Chambers Group will provide one electronic PDF copy of the Administrative IS Checklist for District review.

Deliverables: One electronic copy of the project description and IS checklist for one round of review and comment.

Task 4.6.2: Draft MND

Prepare Administrative Draft MND: If one or more significant impacts are identified during the IS process, and in the technical reports prepared for Tasks 4.2 to 4.5 and Task 5, CEQA allows the preparation of an MND when those impacts can be mitigated to a less-than-significant level. The preparation of an ND is similar to MND, with the exception that an MND includes mitigation measures. Therefore, the description of an MND is provided in this task.

Commented [EB18]: Vincent Lopez
2024-04-29 17:09:45

The Chambers Group is contracted with the City as an As-Needed Consultant. The Chambers Groups should have such list based on previous task orders.

Commented [EB19R18]: Understood. Revised and kept one assumption. Based on previous consultations, no tribes have requested our presence during field visits

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For each CEQA environmental checklist discipline item, the existing environmental setting of the Proposed Project site and surroundings will be characterized from the existing literature base and a site visit by an environmental analyst. An environmental impacts analysis will be prepared for each checklist entry. Based on CEQA-defined significance criteria, Chambers Group will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance. Chambers Group will provide one electronic PDF copy of the Administrative Draft MND for one round of City review and one round to finalize the revised changes.

Prepare/Distribute the MND and Notice of Intent: For submittal to the Office of Planning and Research (OPR), Chambers Group will draft a Notice of Intent (NOI), Notice of Completion (NOC), Summary Form, and the Public Draft IS/MND with associated appendices to be submitted electronically on behalf of the City. The City must approve Chambers Group as a submitter for the City on the OPR CEQANet Web portal.

Chambers Group will prepare the NOI for distribution during the public review to agencies, interested parties, and property owners adjacent to the Proposed Project from an approved distribution list provided by the City. We assume up to 25 mailings of the NOI via regular mail to adjacent property owners and up to 10 mailings of the NOI via certified mail to agencies and other interested parties. Chambers Group will file the NOI to adopt an MND with the County Clerk. We assume the City will be responsible for newspaper publications or on-site postings.

Note: This task does not include attendance at any public or community outreach meetings. The environmental document will not be circulated until AB 52 consultation has been concluded.

Deliverables: One electronic PDF copy of the Public Review Draft MND and technical reports as appendices for distribution. Up to three hard copies of the Public Review Draft MND with technical reports/appendices on thumb drive or CDs. Up to 25 mailings 60 mailings to adjacent property owners via regular mail, and up to 10 mailings to agencies and interested parties via certified mail. State Clearinghouse submittal will be done electronically. Should additional mailings be required; Chambers Group can prepare and mail additional notices at an additional cost.

Task 4.6.3: Final MND

Prepare Final MND with Response to Comments: Based upon comments received from public review, responses to the comments will be prepared. For the purposes of this proposal, and understanding that the Project would not be controversial to the existing neighborhood, no more than 100 comments, up to 15 comment letters on the IS/MND are assumed, with responses requiring minimal further investigation or studies. A draft of these responses will be provided to the City. Upon receipt of one complete set of comments from the City on the responses, a Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used by the City when considering approval of the Proposed Project. This Task will include up to two rounds of comments from the City.

Prepare MMRP and NOD: Following preparation of the MND, Chambers Group will prepare a Draft MMRP. The Final MMRP incorporating the City's comments will be incorporated into the Final MND. The Notice of Determination (NOD) is filed following the City's decision to carry out or approve the Proposed Project for which the MND has been prepared. Chambers Group will prepare the NOD and will file the NOD with the State Clearinghouse and the County Clerk. The City will be responsible for CDFW filing fees, if necessary. Chambers Group will provide up to three hard copies of the NOD; the NOD is to be filed electronically with the State Clearinghouse and one filed with the County Clerk.

Commented [EB20]: Vincent Lopez
2024-04-29 17:11:28

As discussed, the City is relying on the Chambers Group to full vet the affected property owners. The price should reflect an all inclusive cost based on this analysis.

Commented [EB21]: Vincent Lopez
2024-04-29 17:11:28

As discussed, the City is relying on the Chambers Group to full vet the affected property owners. The price should reflect an all inclusive cost based on this analysis.

Commented [EB22R21]: Included the total number of addresses that are adjacent to the channel

Commented [EB23]: Vincent Lopez
2024-04-29 17:11:52

Same as above.

Commented [EB24R23]: Updated based on the number of properties. This is also assumed that updates to the channel would not be controversial.



Deliverables: Three hard copies of the draft Final MND and reviewed Final MND with the technical reports/appendices on thumb drive or CD.

Task 5: Jurisdictional Delineation and Regulatory Permitting

Task 5.1: Jurisdictional Delineation

Chambers Group will conduct a desktop analysis prior to the field survey and delineation of Cherry Channel. USGS quadrangle maps and hydrological features, NRCS soil survey maps, NHD maps, USFWS NWI maps, and historical aerial imagery will be reviewed. Aerial imagery of the Project site and immediately adjacent areas will be searched for other potentially jurisdictional features including v-ditches, culverts, swales, etc., and potential connectivity to any Traditional Navigable Waters.

Potential waters and wetland habitats on the site will be evaluated using the methodology set forth in the *Corps of Engineers Wetland Delineation Manual* (USACE 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual Arid West Region Version 2.0* (USACE 2008). This preliminary jurisdictional delineation will be consistent with the 2023 Rule revising the definition of Waters of the United States (WoUS) and the August 29, 2023, amendment and includes measurement of the Ordinary High Water Mark (OHWM) to determine WoUS. Surveyors will walk the Project site, specifically Cherry Channel, and will identify and map limits of jurisdiction with a submeter GPS device. The surveyors will document the boundary of the OHWM and Bank to Bank features as identified within the Project site. Hydrologic indicators include evidence of inundation, saturation, watermarks, drift lines, and sediment deposits. OHWM data will be recorded on USACE Rapid Ordinary High Water Mark Field Identification Data Sheets. Soils will be investigated for hydric characteristics. Wetland boundaries (if present) will be determined using the current accepted methodology prescribed in the USACE 1987 and USACE 2008. This method requires positive evidence of hydrophytic vegetation, hydric soils, and wetlands hydrology to be considered a wetland. If potential wetlands are identified, soil pits will be established to determine the wetlands/uplands boundaries. Soil pit data will be recorded on USACE Arid West Region Wetland Determination Forms. The boundaries of hydrological features will be mapped in a shapefile that will distinguish each agency's respective jurisdiction (USACE, CDFW, and RWQCB) based on current agency guidance documents. Photographs of hydrological features and any soil pits will be taken. Vegetation communities will be mapped during the biological resources survey under Task 4.2

The jurisdictional delineation will be conducted within two weeks of receiving the Notice to Proceed. Following the survey, Chambers Group will prepare a preliminary jurisdictional delineation report documenting the survey results. The report will include Introduction, Regulatory Overview, Methods, Results, Summary of Jurisdictional Findings, Conclusions and Recommendations, and Reference sections. The report will include up to 35 pages of text, tables, and figures and up to 20 pages of appendices including photographs of the site, OHWM and wetland determination datasheets, and plant and wildlife species lists. Chambers Group will submit three hard copies and one electronic copy of the draft preliminary jurisdictional delineation to the City within 4 weeks of conducting the survey. Chambers Group will incorporate one round of comments into the final report and will submit three hard copies and one electronic copy of the final report to the City upon completion. GIS shapefiles will also be provided to the City.

Assumptions: The level of effort for Task 5.1 assumes one biologist conducting jurisdictional delineation in 1 day concurrently with the biological resources survey. If additional survey time is required due to unforeseen circumstances, Chambers Group will revise the cost in coordination with the City. The cost for Task 5.1 includes field survey time, mobilization/demobilization time, vehicle use and fuel or mileage,



personal protective equipment, submeter GPS and camera use, data management, project management time, GIS support, and reporting time.

The scope of work for Task 5.1 includes up to 4 hours for responding to agency letters and comments.

Task 5.2: USACE, RWQCB, and CDFW Permit Coordination and Applications

Chambers Group assumes the City will directly pay any associated project permit fees to the corresponding regulatory agencies for this task, as applicable.

Preparation of USACE 404 Permit Applications: The level of work associated with preparing the notification to the USACE pursuant to Section 404 is dependent on the magnitude of project impacts on jurisdictional waters and other resources. The delineation determines if the project requires an individual permit or if it could fall under a nationwide permit. For scope and costing purposes, Chambers Group assumes the project would qualify for a Nationwide Permit (NWP), which would expedite the permitting process compared to an Individual Permit. If it is determined that a NWP is not valid for the final project description, Chambers Group will inform the City and additional costs may be required, depending on the application requirements. This cost estimate includes preparation of the notification package, including support information in compliance with the NWP and minimal, minor coordination with USACE is included.

Preparation of Written Notification for Water Quality (401) Certification: A water quality certification is required from the RWQCB for any activity that requires a federal license or permit (such as a Section 404 permit) and may result in a discharge to jurisdictional waters. RWQCB requires pre-filing application meetings a minimum of 30 days prior to the submittal of an application. Chambers Group will coordinate the meeting and prepare and submit the necessary documentation to the RWQCB for its review of the project pursuant to water quality certification. Chambers Group will schedule one additional meeting with the RWQCB at the Project site, if necessary, to facilitate the RWQCB's review of the Project and completion of the water quality certification. This cost estimate includes no more than two rounds of comments from RWQCB and those comments do not request or require further study than what is readily available and/or identified in this proposal.

Preparation of CDFW 1600 Permit Application: Chambers Group will prepare and submit a notification to CDFW for a 1600 Lake and Streambed Alteration Agreement (SAA). CDFW has transitioned to an entirely online application process through the Environmental Permit Information Management System (EPIMS). This will require the City to have an account on EPIMS to initiate the permit application and sign any documentation. Chambers Group assumes the City will provide permissions to fill out the application on the City's behalf, but assumes the City will sign the application. Chambers Group will schedule one meeting with CDFW at the Project site, if necessary, to facilitate CDFW's review of the Project and completion of the Agreement. This cost estimate includes no more than two rounds of comments from CDFW and those comments do not request or require further study than what is readily available and/or identified in this proposal.

Permit Application Processing: Chambers Group will coordinate with USACE, CDFW and RWQCB throughout their review of the regulatory permit applications to ensure that any potential concerns are made known to the City and resolved at the earliest possible opportunity.



If the regulatory permits are being prepared in concurrence with the CEQA document rather than subsequent, they will be submitted to the agencies at the time of the Draft circulation to ensure that the permits are processed in a timely manner along with the rest of the Project. This also ensures that the agencies are involved in the preparation of the environmental document and mitigation development, if necessary.

Deliverables: Draft and Final Permit Applications for 404 NWP, 401 WQC, and 1600 LSAA

J. Cost Proposal

Submitted in a separate, sealed envelope.

K. Other Information

Chambers Group has provided the City with environmental services for several years on various development projects. *We are knowledgeable not just on City processes but also with the existing biological and cultural environment within the City and County, as well as agencies and organizations that have interests in the area such as CDFW and various tribal governments.*



**Professional Environmental Consulting Services for
Cherry Channel Drainage Project**
City of Beaumont

Project Cost	Subtotal	Other Direct Costs	Subtotals
Task 1: Project Management and Meetings	\$2,896.00	\$335.00	\$3,231.00
Task 2: Data Gathering and Analyses	\$7,340.00	\$335.00	\$7,675.00
Task 3.1: Geotechnical Investigation	\$8,970.00	-	\$8,970.00
Task 3.2: Phase I ESA	\$6,779.25	-	\$6,779.25
Task 4.1: Air/GHG/Noise	\$17,940.00	-	\$17,940.00
Task 4.2: Bio Survey and Report (with MSHCP Consistency Analysis)	\$14,301.50	\$982.40	\$15,283.90
Task 4.3: Burrowing Owl (Optional)	\$11,796.50	\$1,188.02	\$12,984.52
Task 4.4: DBESP Report	\$7,249.00	\$1,520.40	\$8,769.40
Task 4.5: Cultural Resources Literature Review, Desktop Research and Consultation and AB 52 Tribal Consultation	\$10,838.00	\$1,500.00	\$12,338.00
Task 4.6: CEQA Documentation (IS/MND)	\$36,536.00	\$827.00	\$37,363.00
Task 5: Jurisdictional Delineation and Regulatory Permitting	\$29,117.50	\$646.02	\$29,763.52
Tasks Totals	\$164,501.75	\$7,333.84	\$171,835.59
Total with Optional Task			\$164,565.59
Total without Optional Task			\$151,581.07

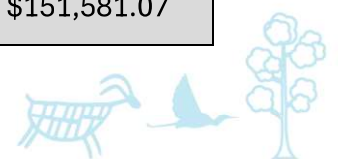


EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0M10410
Armstrong/Robitaille/Riegle Business and Insurance Solutions
1500 Quail St, Suite #100
Newport Beach, CA 92660
CONTACT NAME:
PHONE (A/C, No, Ext): (949) 381-7700
FAX (A/C, No): (949) 861-9429
E-MAIL ADDRESS: arrinfo@aleragroup.com
INSURER(S) AFFORDING COVERAGE
INSURER A : Nautilus Insurance Company 17370
INSURER B : Key Risk Insurance Company 10885
INSURER C : Insurance Co of the West 27847
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Pollution Liability, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Beaumont, its elected and appointed officers, officials, employees, agents and volunteers are additional insured as their interest may appear as respects the operation of the Named Insured as required by written contract/agreement per the attached forms.

CERTIFICATE HOLDER

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Dan Anthony

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2026303-16	5/12/2024	5/12/2025	5/12/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

- 1.** The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
- 2.** The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2026303-16	05/12/2024	5/12/2025	5/12/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

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

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2026303-16	05/12/2024	5/12/2025	5/12/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **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.

III. With respect to the insurance afforded to these additional **insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:**

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:**

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.