

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 Dokken Engineering, a S Corporation, whose address is 1450 Frazee Road, Suite 100, San Diego, CA 92108 (“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 engineering consulting services for the preparation and submission of technical engineering, traffic, and environmental studies and reports required to complete the Project Approval and Environmental Document (PA/ED) phase and secure approvals from Caltrans; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “B” 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 forty-two (42) months 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 “B”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Mark Tarrall 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 Million Nine Hundred Eighty-Nine Thousand, Five Hundred Twenty-Six Dollars and 00/100 (\$1,989,526.00).

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 "C"** 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.

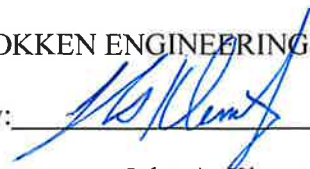
CITY:

CITY OF BEAUMONT

By: _____
David Fenn, Mayor

CONTRACTOR:

DOKKEN ENGINEERING

By:  _____
Print Name: John A. Klemunes, Jr.

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 Engineering Services for I-10 and Oak Valley Parkway Interchange

Proposals Due By:

3:00 pm
January 28, 2024

Contact:

Robert Vestal
Director of Public Works
rvestal@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 Consulting Services for the I-10 and Oak Valley Parkway Interchange in Beaumont, CA. The purpose of this RFP is to acquire a consulting firm for the completion and approval of a Project Approval and Environmental Document (PA&ED) for the I-10 and Oak Valley Parkway Interchange, with the option to extend the contract into Plans, Specifications & Estimates (PS&E) once PA&ED is approved. A conceptual approval for the project (PSR) was completed in September 2009 and approved in December 2009. The project will reconstruct the I-10/Oak Valley Parkway Interchange, ramps and widen the Oak Valley Pkwy to increase the capacity of the general area in order to reduce local street congestion and accommodate projected growth in the area. The project is located on Route 10 at Oak Valley Parkway between 2.5 miles east of Cherry Valley Boulevard to 1.1 miles west of the Route 60/10 Separation.

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.

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 numerous 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.

Scope of Services

The Scope of Services for the I-10 and Oak Valley Parkway Interchange 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, January 28, 2024**. The cost proposal shall



be submitted in a separate sealed envelope. Postmarks and faxes are not acceptable. Proposal must be titled “RFP for Professional Design Consulting Services for I-10 and Oak Valley Parkway Interchange.” Request for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Robert Vestal
Assistant Director of Public Works
rvestal@beaumontca.gov

No RFC or questions will be accepted after 11:00 a.m. on **January 15, 2024**. All RFC responses will be posted on PublicPurchase.com by January 18, 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	December 27, 2023
Questions submitted on Public Purchase deadline	January 15, 2024 @ 11:00 a.m.
Answers to Questions on Public Purchase will be posted	January 18, 2024
Proposals Due	February 1, 2024 @ 11:00 a.m.
Interviews (if required)	February 26 – 29, 2024
Award Date	March 20, 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	20
Approach to Performing this Type of Service	20
Familiarity with CITY and Caltrans 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:

- Approved PSR
- 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 facilities necessary to perform preliminary engineering services for the completion of a PA&ED document, with the option to extend the contract into a PS&E, once PA&ED completed. The purpose of the project is to reconstruct the I-10/Oak Valley Pkwy Interchange, ramps and widen the Oak Valley Parkway to increase the capacity of the general area in order to reduce local street congestion and accommodate projected growth in the area. A Project Study Report (PSR) was prepared and approved in December 2009 for conceptual designs. The scope of services is as follows but not limited to:

A. Project Administration

A.1 Project Development Team

A PDT shall include representatives from the CALTRANS, CALTRANS Division of Structures (DOS), RCTC, CITY of Beaumont and be established within fifteen (15) days after NTP. PDT meetings will be held monthly to resolve issues and to apprise the affected agencies of the progress of the PROJECT. A kick-off meeting with the PDT will be held as soon as possible after NTP.

A.2 Permits

Following the receipt of the NTP, the CONSULTANT will submit an Encroachment Permit application to the CITY to be forwarded to CALTRANS to allow field staff to conduct geotechnical samplings and surveys within the freeway right-of-way. Concurrently, the CONSULTANT will identify additional locations outside the freeway right-of-way where it will be necessary to obtain specific rights-of-entry from affected property owners. The listing of the candidate locations will be furnished to the CITY. The CITY will be informed if their support is required to obtain rights-of-entry.

A.3 Scheduling

Within one (1) month from the Notice to Proceed (NTP), the CONSULTANT will provide a detailed project schedule, which indicates milestones, major activities and deliverables, to the City for review and comments. This schedule will reflect assumed review times necessary by all the agencies involved. Review of the schedule will occur at subsequent trend meetings. Adjustments will be made, if necessary, due to changing circumstances.

A.4 Contract Administration



The CONSULTANTING PROJECT MANAGER will maintain ongoing liaison with the CITY PROJECT MANAGER, AGENCIES contacts and utility companies to promote effective coordination during the course of project development. Progress meetings with CONSULTANT's staff, subconsultants and the CITY PROJECT MANAGER will be held regularly.

A.5 Coordination

CONSULTANT shall coordinate with other involved agencies during PA&ED phase for compatible design. Coordination may include, but will not necessarily be limited to the following:

- Caltrans
- California Dept. of Fish and Wildlife
- Federal Highway Administration
- Regional Water Quality Control Board
- U.S. Fish & Wildlife Service
- Utility Companies
- Army Corps of Consultants

CALTRANS will exercise review and approval functions through the CITY PROJECT MANAGER at key points in the development process. All contacts with CALTRANS will be directed through CITY. Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein. The CITY PROJECT MANAGER will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by CONSULTANT with approval of CITY.

B. Planning and Project Development

B.1 Research and Data Gathering

Existing topographic mapping, photos, bridge reports, maintenance reports, right-of-way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, and any other pertinent data will be obtained and reviewed.

B.2 Surveys

Consultant shall perform field surveys and establish ground control intended for use in the Project Report and Environmental Documents.



B.3 Hydrology Report

Prior to developing the Hydrology Report, a thorough field reconnaissance will be conducted. Any available documents pertinent to this Hydrology Report will be obtained from the CITY and CALTRANS for review. The CONSULTANT's analysis will be closely coordinated with the affected agencies. The Hydrology Report will quantify the magnitude and frequency of the design flows from adjacent areas to the PROJECT area, as well as the volumes attributable to the proposed improvements.

B.4 Storm Water Data Reports

Storm Water Data Reports (SWDR) shall be prepared in accordance with CALTRANS "Project Planning and Design Guide" during each project development phase.

B.5 Preliminary Geotechnical Report

The draft preliminary geotechnical report is intended for use in the Project Report and environmental documents. CONSULTANT shall collect existing subsurface information that is available for the project area including geological maps published by the California Division of Mines and Geology, geological maps published by the United States Geological Survey and ground water well information. CONSULTANT shall review available data and shall provide seismic and geologic information and groundwater data for the Project Report/Environmental documents. CONSULTANT shall identify any seismic and geologic hazards that will impact the design and construction of this project. These findings will be documented in a report.

B.6 Geometric and Bridge Studies

Geometric and Bridge studies shall be prepared in accordance with CALTRANS requirements and analyze various design options.

B.7 Environmental

The environmental work will be carried out in accordance with National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements and will include the following tasks:

1. Preliminary Environmental Evaluation (Environmental Checklist), Biological Review & Socioeconomic/Land Use Review.
2. Conducting Initial Public Meeting. (Scoping Meeting)
3. Attendance at PDT meetings until the Environmental Document is signed



by FHWA and CALTRANS

4. Preparation of the all-Technical Studies and Reports that necessary for the Preliminary Evaluation which may include, but will not necessarily to be limited to the following:
 - Hazardous Waste
 - Cultural
 - Traffic and Circulation & Forecast report.
 - Geometric and Bridge report
 - APE
 - Noise Study
 - HPSR & ASR
 - Air Quality (CO calculations only)
 - Section 106 / SHPO
 - Socioeconomic/Land Use Study
 - Native American Coordination
 - Visual Impacts Assessment
 - Permits
 - 404 Nationwide Permit
 - 1601/SAA Permit
 - 401 Permit
 - NPDES/SWPPP
5. Preparation of the Draft Environmental Document.
6. Conducting one (1) Informational Meeting and one (1) Public Hearing. (Coordination with CITY)
7. Preparation of Record of Public Hearing.
8. Preparation of Final Environmental Document.



9. Distribution of the Environmental Document.

10.B.8 Project Report and Project Approval Report

A Project Report and Project Approval Report (if required) will be developed following CALTRANS procedures and criteria outlined in the CALTRANS Project Development Procedures Manual. The Project Report and Project Approval Report will be submitted to the CITY for review and approvals. Once approvals are obtained from the CITY, CALTRANS and FHWA; a Project Approval Report will be submitted.

B.9 Right of Way Maps

All right of way map preparation will follow CALTRANS procedures. The CONSULTANT shall coordinate with CALTRANS District 8 Right of Way Department to ensure that all requirements are followed. The CONSULTANT shall submit 2 sets each of preliminary right of way requirement maps to the City and CALTRANS for review and comment. Consultant shall use the approved right of way requirement maps to prepare the Legal Descriptions, Plats, and Right of Way maps to acquire the necessary right of way. CONSULTANT shall be responsible to acquire for any necessary right-of-way.

B.10 Agreements

The CONSULTANT will provide technical and administrative support to the CITY as required for obtaining cooperative agreements, freeway agreements and escrow agreements.

B.11 Utility Coordination

CONSULTANT shall obtain a file copy of utility maps within the project limits for all existing and/or proposed facilities. CONSULTANT shall prepare preliminary plans, which shall include all utility location information as provided by the owning utility companies.

B.12 Design Exceptions

If design exceptions are deemed necessary, these will be identified early in the PROJECT, and the CONSULTANT will coordinate with CALTRANS to receive approval as soon as practicable, prior to approval of PA&ED.

Standards

The PA&ED shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads may be prepared in accordance with CITY standards in lieu of CALTRANS standards as directed by CITY.



1. Project Files

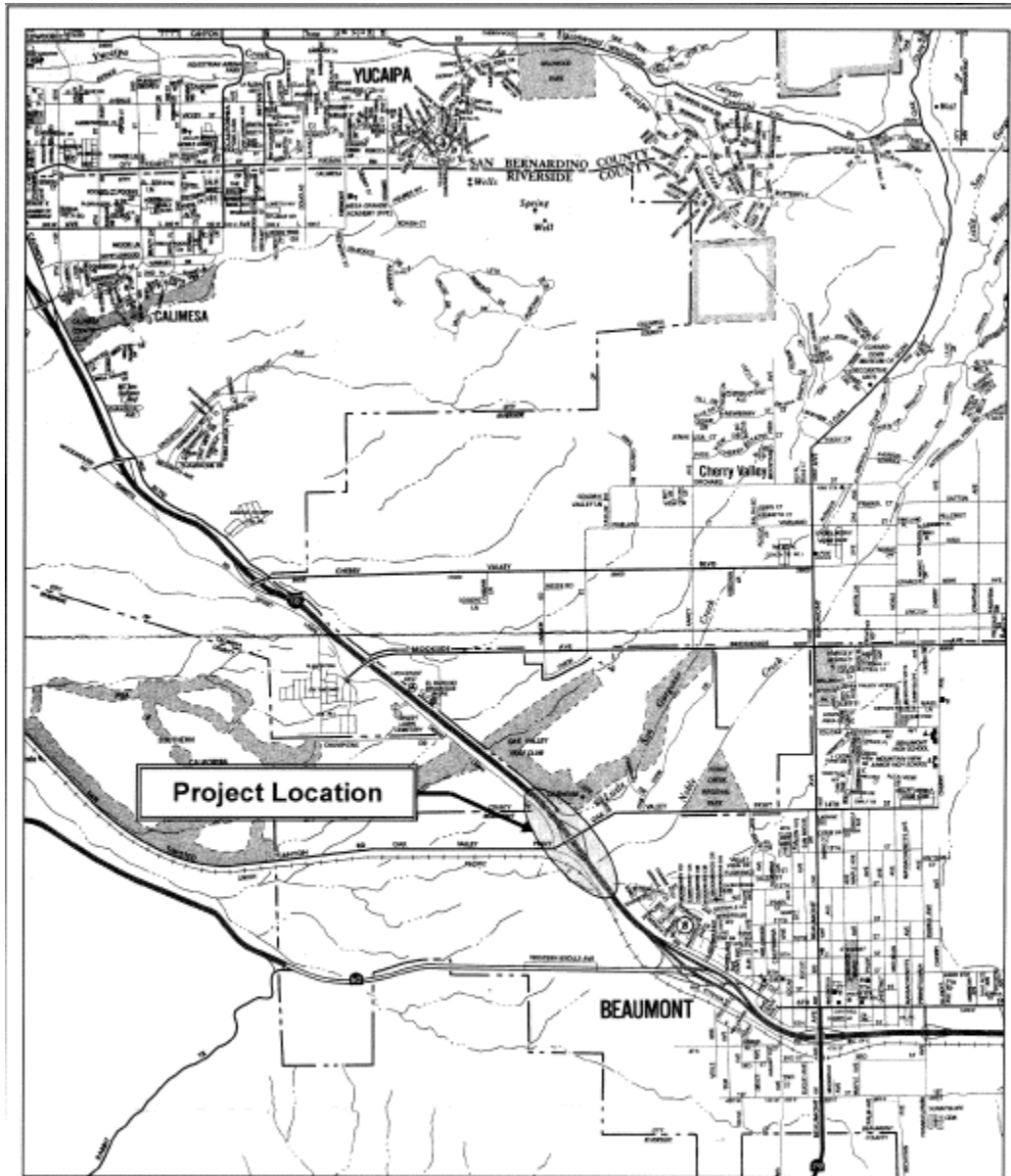
Project Files shall be indexed in accordance with CALTRANS Project Development Uniform File System.



EXHIBIT B
Sample Professional Services Agreement



EXHIBIT C PROJECT LOCATION MAP



08-RIV-10-R4.977/R6.081
I-10/Oak Valley Parkway (San Timoteo Cyn Rd/14th St)
Interchange Reconstruction Project
EA 0G280K

No Scale

LOCATION MAP

EXHIBIT “B”

PROPOSAL

(insert behind this page)

Appendix C: Detailed Scope of Work

Our team has developed a comprehensive scope of services for the City of Beaumont, to streamline approval by Caltrans District 8 and expedite NTP for the next Phase of the I-10/Oak Valley Parkway Interchange Project. With the preliminary engineering, environmental document, and design phases fully funded through local development contributions to the TUMF Program, Dokken Engineering commends the City management team in its proactive approach to developing a NEPA certified and shovel ready project that will be well positioned for discretionary Federal grant opportunities. To allow the City to pursue potential Federal reimbursement of funds expended during the PA&ED phase, we have taken the time to develop a detailed scope of services utilizing Caltrans nomenclature and organization structure from the Caltrans Work Breakdown Structure Guidelines. This will allow for maximum leveraging of local monies with the FHWA and future federal match. Through our extensive experience with Caltrans District 8 and under the Caltrans Oversight process, we can anticipate all formal deliverables required to support the PA&ED milestone. We also understand the value of maintaining flexibility within the Scope of Services to accommodate issues that may not be fully identified from the Project Initiation Document phase. Several **Optional** tasks have been provided to account for unknowns that will be defined as the project progresses.

TASK A – PROJECT ADMINISTRATION AND PROJECT MANAGEMENT

Dokken Engineering will provide project management services for the duration of PA&ED. Management of the project team will occur through a focused effort involving continuous communication, active coordination, budget monitoring and planning. The project manager will facilitate internal and external meetings (kickoff, PDTs, focus meetings), manage subconsultants, monitor/drive the project schedule, and prepare/execute a Quality Control Plan throughout this phase of work. Written and verbal status reports will be provided to the client on a regular basis. A Kick-off Meeting and Monthly Project Development Team (PDT) meetings will be scheduled with key team members from Caltrans within 15 days of Notice to Proceed (NTP). Bi-weekly Management Briefings will be scheduled upon receipt of NTP.

A.1 PDT and Kick-off Meetings

CONSULTANT will organize, attend, and facilitate meetings, as necessary, to provide progress updates, coordinate among technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notice, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the City of Beaumont (CITY) project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **Kickoff Meeting:** Within 15 days of Notice to Proceed (NTP), CONSULTANT will organize a kickoff meeting with all key personnel, design team members and representatives from Caltrans, (Caltrans) Office of Specially Funded Projects (OFSP), RCTC, and CITY. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues, and obtain consensus project delivery schedule, including task directions. The kickoff meeting ensures that everyone on the project team is functioning with the same understanding regarding project delivery.
- **PDT Meetings:** The Project Development Team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project design issues. Attendees are anticipated to include CITY staff, Caltrans, CONSULTANT, and subconsultant task leads. Throughout the anticipated duration of the project, the CONSULTANT plans to hold monthly PDT meetings to review document submittals, resolve design issues, discuss comments and proposed resolutions, discuss

progress, and address any other concerns. Twenty-two (22) PDT meetings are assumed, based on the preliminary project delivery schedule for PA&ED.

Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes

A.2 Permits and Right of Entries

Following the receipt of the NTP, the CONSULTANT will submit an Encroachment Permit application, attachments, and supporting documentation to the City to be forwarded to Caltrans to allow field staff to conduct general site visits, geotechnical samplings for hazardous materials testing, and site surveys within the freeway right-of-way. Concurrently, CONSULTANT will identify additional locations outside the freeway right-of-way where it will be necessary to obtain specific rights-of-entry from affected property owners for geotechnical sampling or placement of temporary equipment for noise measurements. CONSULTANT will provide a list of property owners that will be affected by the project and will inform the CITY if support is required to obtain the rights-of-entry permits.

Deliverables: Encroachment Permit Package, Right of Entry forms

A.3 Project Delivery Schedule

Within one (1) month of NTP, CONSULTANT will provide a detailed project schedule which indicates milestones, major activities, deliverables, task dependencies, and durations to the CITY for review and comments. The schedule shall be developed in Microsoft Project and in critical path method format with sufficient detail to support tracking of all major project deliverables and associated reviews/approvals. The schedule will reflect assumed review times by all agencies involved. Review of the schedule will occur at subsequent PDT meetings and adjustments will be made, if necessary, due to changing circumstances.

Deliverable: Project Delivery Schedule and Updates

A.4 Contract Administration (Invoice, Progress Reports, management of scope/budget, etc.)

CONSULTANT will schedule all work necessary to complete the project while administering, monitoring, and controlling the effort and progress of the proposed services as follows:

- Set up an internal project accounting, reporting, and invoicing system in accordance with the City's needs.
- Prepare monthly Progress Reports indicating work accomplished the previous month, anticipated work to be completed the next month, issues requiring resolution, milestones achieved, meetings held, actions taken, approval actions required, coordination issues and design schedule impacts to accompany invoices.
- Execute contracts with the proposed subconsultants for the scope of services described herein, track the work progress of the proposed subconsultants, and review their invoices for format and content compliance.

Deliverables: Progress Reports

A.5 Agency Coordination (CT, CDFW, FHWA, USFWS, utility companies, etc.)

CONSULTANT will coordinate with other agencies involved during the PA&ED phase for compatible design. Coordination may include, but will not necessarily be limited to, the following: Caltrans, California Dept. of Fish and Wildlife, Federal Highway Administration, Santa Ana Regional Water Quality Control Board, U.S. Fish & Wildlife Service, Utility Companies, and Army Corps of Engineers. Caltrans will exercise review and approval functions through the CITY at key points in the development process. All contacts with Caltrans will be directed through the CITY. The CITY will conduct reviews, in addition to the monthly project status

reports and meetings. All meetings with other outside agencies will be scheduled by CONSULTANT with approval from the CITY.

Deliverables: Correspondence, Meeting Minutes

A.6 Bi-weekly City Briefing and Focus Group Meetings

CONSULTANT will schedule and facilitate bi-weekly meetings with the CITY project manager and subconsultant task leads to coordinate elements of the preliminary design and technical studies, review upcoming deliverables, and resolve project issues. CONSULTANT will coordinate, attend, and present project specific updates to each stakeholder (utility agencies, various CITY Departments, Caltrans functional groups, and others) as needed to facilitate decisions to move the project forward. Written and verbal reports will be provided to the client on a regular basis.

Deliverables: Correspondence, Action Items List

A.7 Quality Management Plan/Memorandum

CONSULTANT will prepare a Quality Assurance/Quality Control Process Memorandum for the PA&ED phase to summarize QA/QC general criteria, company policy guidelines, project staff responsibilities, QA procedures, QC checklists, and QC deliverables. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. CONSULTANT will review subconsultant environmental and engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards.

Deliverable: Quality Management Plan/Memo

A.8 Agreement Support (Coops with Caltrans)

CONSULTANT will assist with a Cooperative Work Agreement between the State of California and the City of Beaumont to establish a mechanism for CITY reimbursement to the State for oversight services during preliminary and final design phases. If necessary, CONSULTANT will provide further support to the CITY to outline and initiated any future cooperative agreements required with Caltrans for right of way acquisition coordination/oversight and construction advertise, award, and administration.

Deliverable: Draft Cooperative Agreement Coordination

A.9 Funding Assistance (Optional Service)

CONSULTANT will assist the CITY in identifying grant funding opportunities. Potential sources for transportation funding include Solutions for Congested Corridors program, the Active Transportation Program, Local Partnership Program, State Transportation Improvement Program, local road funds, existing traffic impact fees in adjacent jurisdictions, transportation sales taxes, the Bridge Investment Program, and other Federal Funding opportunities. CONSULTANT will prepare up to one (1) funding application as requested by the City.

Deliverable: Funding Application

TASK B – RESEARCH AND DATA GATHERING

CONSULTANT shall research, organize, and review all record project information. This shall include existing topographic mapping, photos, Caltrans bridge and maintenance reports, Caltrans Right-of-Way Maps, “as-built” drawings, geotechnical logs and reports, utility facilities/asset maps, Caltrans Encroachment Permits, records of survey, assessor maps, contract documents, approved development projects for adjacent lands, RCTC Regional Transportation Plan, FEMA mapping and floodplain studies, and any other pertinent data for

the project. All information gathered under this task shall be organized into a logical file structure and submitted to the City of Beaumont for their project file.

TASK C – TOPOGRAPHIC & RIGHT OF WAY SURVEYS

Survey activities will be conducted to set control, provide preliminary elevations/topographic mapping, and identify preliminary Caltrans access controlled right of way and property boundaries. These activities will commence immediately upon NTP, and the results will provide the necessary information needed to conduct the planning-level analyses in the PA&ED phase of the project.

C.1 Horizontal and Vertical Control Surveys

CONSULTANT will coordinate with Caltrans and CITY to determine the approved project control for the project. CONSULTANT will perform field surveys to search for and tie approved control and benchmarks. CONSULTANT will prepare a control report, closures, and control diagram of all primary controls to be used for the project. CONSULTANT will set durable control points along the project limits and just beyond for utilization of future surveys and construction control. It is assumed the datum will be provided in California State Plane Coordinates, NAD83 and NAVD88 vertical datums.

Deliverables: Survey Base Files, Survey Control Report

C.2 Aerial Photogrammetric Survey

CONSULTANT will coordinate with Caltrans to facilitate the delivery of an overall photogrammetric, LiDAR supported aerial map and orthophotography. CONSULTANT will set and locate aerial control panels at locations and frequency adequate to meet Caltrans and National Mapping Accuracy Standards of 1" = 50' scale mapping, with 1' contour intervals based on the approved mapping limits. Aerial based topographic mapping will show all visible surface features, 1' contours, DTM ground surface and spot elevations within the mapping limits utilizing the current Caltrans mapping standards. Color photo background imagery will be prepared along the project limits utilizing the aerial photography. The imagery will be adjusted using ortho-correction within the mapping limits, and simple rectification within the ground control limits. It is anticipated that CONSULTANT and aerial firm will provide Caltrans and CITY with the necessary aerial layout and flight plan that will require approval in three stages (ABC Process) per the "Required Materials for Photogrammetric Mapping" standards.

Deliverables: Aerial Topo Base File, DTM File, Orthophoto Imagery

C.3 Topographic Design Survey/Mapping

CONSULTANT will collect visible surface features (sidewalk, curb, gutter, medians, manholes, pull boxes, utility poles, cabinets, etc.) within the project limits utilizing GPS and conventional total station survey methods. Survey information will be used together with the results of the aerial photogrammetric survey to produce a preliminary topographic base map to support the preliminary design phase. The general limits are centered at the I-10/Oak Valley Interchange and will extend northwesterly along I-10 approximately 5000 feet and approximately 3500 feet southwesterly along I-10 and will extend along Oak Valley Parkway to a point just beyond the intersections of Desert Lawn Drive to the west and Golf Club Drive to the east, sufficient for realignment and widening.

Deliverables: Topographic Survey Data with DTM, Points Files

C.4 Preliminary Right of Way and Boundary Mapping

CONSULTANT will request from Caltrans current Right of Way Maps and Monument Maps along the project corridor. CONSULTANT will establish project control to resolve and map the Caltrans right of way along the project corridor. CONSULTANT will attain the necessary mapping and documentation from CITY to survey

and map all adjoining properties within the project limits. Preliminary Title Reports will be secured, as needed, for development of the right of way mapping. Field surveys will be performed to locate monuments, pins, wells, and other boundary markers necessary to resolve and map adjoining parcels. An overall LANDNET base map will be prepared as the basis of the right of way and parcel boundaries. Base map will be prepared with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project.

Deliverables: Right of Way and Boundary Base Map (LANDNET), Preliminary Title Reports

TASK D – PRELIMINARY ENGINEERING STUDIES

As part of the preliminary engineering studies, the CONSULTANT shall utilize permits and right of entry approvals completed under Task A.2 to perform site visits, collect field data and conduct preliminary analyses for all technical aspects of the project, including geotechnical, pavement materials, roadway geometric, bridge design, traffic, drainage, and storm water. Based on the findings of these studies, the CONSULTANT will work collaboratively with all project stakeholders to identify the essential project elements that can be implemented within the available funding constraints. Once the project is defined, structure Advance Planning Studies and Geometric Approval Drawings will be updated and approved for inclusion in the Project Report and Environmental Document.

D.1 Preliminary Drainage/Hydrology Report

CONSULTANT will prepare a Preliminary Drainage and Hydrology Report to document the hydrology and hydraulic analysis based on the City's criteria. The preliminary report will provide a detailed discussion of the existing conditions, post-project drainage patterns and conditions, results of the on-site and off-site hydraulic analyses, and any issues of special concern or significance. Boundary conditions for proposed drainage system outfalls for connections to existing systems will be taken from existing FEMA studies, or the CITY will provide or agree to assumed boundary conditions for use in the hydraulic analysis. A Draft Preliminary Drainage/Hydrology Report shall be submitted to the CITY and Caltrans for review, and a Final Preliminary Drainage/Hydrology Report shall be provided addressing all comment/concerns reviewed by the reviewing agencies.

Deliverable: Preliminary Drainage/Hydrology Report (Draft and Final)

D.2 Draft Storm Water Data Report

CONSULTANT will prepare a Draft Storm Water Data Report (SWDR) to address the potential for project impacts on water quality, floodplain, and wetlands based on current Caltrans guidelines (Environmental handbook Volume 1, Chapter 9, Water Quality). The report will discuss receiving water conditions, objectives, and beneficial uses, as well as Caltrans standard Best Management Practices (BMPs) and project design features in accordance with the current Caltrans Statewide Storm Water Management Plan. In accordance with the National Pollution Discharge Elimination System (NPDES) general construction activity stormwater discharge permit, applicable requirements will be identified. A Draft SWDR shall be submitted to the CITY and Caltrans for review, and a Final Draft SWDR shall be provided addressing all comment/concerns reviewed by the reviewing agencies.

Deliverable: PA&ED Level Storm Water Data Report (Draft and Final)

D.3 Geotechnical Reports

- **Preliminary Geotechnical Design Report (PGDR):** CONSULTANT will perform geotechnical engineering analyses and evaluation and prepare a PGDR in accordance with Caltrans Geotechnical Manual for

Geotechnical Design Report. The PGDR will address the geologic hazards, existing site conditions, seismicity, and the feasibility of identified geotechnical options.

- **Structure Preliminary Geotechnical Report (SPGR):** CONSULTANT will perform a site visit and geotechnical engineering analyses and evaluation and prepare two SPGRs (one for Oak Valley Parkway OC Bridge No. 56-496 and one for Middle Fork San Timoteo Creek Bridge No. 56-215R/L) in accordance with Caltrans Geotechnical Manual for Foundation Reports for Bridges. The SPGRs will provide an overview of the existing foundations, site geology, seismicity, and recommendations regarding suitable and unsuitable foundations.
- **Preliminary Materials Report (PMR):** CONSULTANT will perform site visit and geotechnical engineering analyses and evaluation and prepare a PMR in accordance with Caltrans Highway Design Manual, Topic 114. The PMR will document the sources of information used and assumptions made. If the preliminary traffic projections, design designations, and design traffic indexes become available, the PMR may address the preliminary pavement structure sections.

Deliverables: Preliminary Geotechnical Design Report (PGDR), Structure Preliminary Geotechnical Report (SPGR), Preliminary Materials Report (PMR)

D.4 Updated Geometric Approval Drawings

Based upon the results of the traffic analysis, project mapping, geotechnical study, available data, and input from the CITY and Caltrans, CONSULTANT will prepare a Geometric Approval Drawing (GAD) package to obtain approval of the interchange geometrics for each viable build alternative. The purpose of the GAD is to identify if the proposed design meets the requirements of the Highway Design Manual (HDM), identify grading and preliminary right of way limits, establish a project roadway geometric base map, and formally confirm that the design meets the operational needs of the facility. CONSULTANT will prepare a GAD in strip plot format. The GAD submittal package will include typical sections, plan view exhibits, profiles, superelevation diagrams, a signature block, and a traffic volumes diagram. CONSULTANT will present the GAD exhibits and solicit comments from the City, Caltrans, and other stakeholders as approved by the City of Beaumont.

Deliverables: Draft and Final Geometric Approval Drawings for Build Alternatives

D.5 Updated Structures Advanced Planning Study

CONSULTANT will prepare Advance Planning Studies (APS) for up to two structure types for each bridge or culvert modification. The plans will adhere to current Caltrans detailing and formatting requirements as specified in Section 3-2 "Advance Planning Studies" of Caltrans OSFP Information and Procedures Guide as well as in Caltrans Memo to Designers 1-8 "Advance Planning Studies".

In general, the APS consists of a single plan sheet, an itemized structure cost estimate, and completion of the "Consultant Prepared Structures Advance Planning Study Checklist." The APS plan sheet (typically 11" x 17") includes a plan view, elevation view, and typical section of the structure with sufficient detail to determine structure limits, feasible structure type, structure depth, foundation locations and costs. The itemized structure cost estimate will be based on approximate quantity estimates using tables from Caltrans Bridge Design Aids manual.

D.5.1 APS for Oak Valley Overcrossing Bridge at I-10

CONSULTANT will update the Structures Advanced Planning Study prepared from the PSR for the Oak Valley Parkway Overcrossing Bridge (San Timoteo Canyon Road/14th Street) replacement (Bridge No. 56-496).

D.5.2 APS for Middle Fork Timoteo Creek Bridge at I-10 Widening

CONSULTANT will update the Structures Advanced Planning Study prepared for the PSR for the I-10/Middle Fork San Timoteo Creek Bridge Widening (Bridge No. 56-215).

D.5.3 APS for San Gorgonio Creek Box Culvert (Optional)

If necessary, the CONSULTANT will develop a Structures Advance Planning Study for the Township Creek (San Gorgonio Creek Box Culvert) Reinforced Concrete Box (Bridge No. 56-279)

Deliverables: Structural Advanced Planning Study Oak Valley Overcrossing Bridge Replacement, Middle Fork San Timoteo Creek Bridge Widening, and San Gorgonio Creek Box Culvert (as needed)

D.6 Location Hydraulic Study/Scour Analysis for San Timoteo Creek and Bridge at I-10

CONSULTANT will prepare a complete hydraulic analysis/study and report for San Timoteo Creek, within the limits of the project, as defined in the Final PSR. Updated project topography will be utilized/assumed for this task. The hydraulics and floodplain study for this task will include HEC-RAS models. The hydraulic study and supporting calculations for San Timoteo Creek will be compiled in a report which will also be used in subsequent FEMA applications (CLOMR and LOMR) for the project. To complete this task, CONSULTANT will meet with City Stormwater Division Staff, as needed, to gain project and detailed concurrence on approach and details, and ultimately gain approval and community acknowledgement needed for the future CLOMR.

CONSULTANT will perform a preliminary bridge scour analysis to determine scour potential for the proposed widening of the Middle Fork/San Timoteo Creek Bridge at I-10. Reporting shall address proposed mitigation to combat scour at the existing and proposed bridge support systems. Results and recommendations for the Scour Analysis shall be combined in the LHS/Scour Analysis report.

Deliverable: Location Hydraulic Study/Scour Analysis for San Timoteo Creek and Bridge at I-10 (Draft and Final)

D.7 Traffic Study

During the project scoping process, the CONSULTANT proposes to work with the CITY to review potentially viable alternatives that should be carried forward in the PA&ED process. We anticipate this initial screening to include up to six build alternatives. Up-front interchange layout considerations could reduce the number of viable alternatives to be carried out throughout PA&ED. The scope assumes three project build alternatives (plus the no-build alternative) will be identified and carried through full evaluation for all Caltrans deliverables.

This scope of services assumes analysis for the following intersections:

1. Oak Valley Parkway/Desert Lawn Drive (west)
2. Oak Valley Parkway/Desert Lawn Drive (east)
3. Oak Valley Parkway/I-10 Eastbound Ramps
4. Oak Valley Parkway/I-10 Westbound Ramps
5. Oak Valley Parkway/Golf Club Drive
6. Cherry Valley Boulevard/I-10 Eastbound Ramps
7. Cherry Valley Boulevard/I-10 Westbound Ramps
8. 6th Street/Veile Avenue/I-10 Ramps
9. Beaumont Avenue/4th Street
10. Beaumont Avenue/I-10 Eastbound Ramps
11. Beaumont Avenue/I-10 Westbound Ramps
12. Beaumont Avenue/5th Street

This scope of services assumes analysis of the following freeway locations. Counts will be collected from Caltrans PeMS database:

1. Eastbound Freeway Basic, Merge, Diverge, and/or Weave assessment on I-10 from West of Cherry Valley Boulevard interchange to East of Beaumont Avenue interchange.
2. Westbound Freeway Basic, Merge, Diverge, and/or Weave assessment on I-10 from East of Beaumont Avenue interchange to west of Cherry Valley Boulevard interchange.

Traffic Volumes Report: The most current information available will be used to prepare traffic forecasts for this project. It is anticipated that RIVCOM, the updated version of RIVTAM consistent with the SCAG 2020 RTP/SCS, will be used in this project for traffic forecasting for project Opening Year and Design Year scenarios. A review of land use in the surrounding study area will be prepared and confirmed with the City. CONSULTANT will also compare the land use assumptions from RIVCOM to general plan land use assumptions from the City (like those incorporated into the RIVTAM model by CONSULTANT for the Beaumont General Plan assessment).

CONSULTANT will develop the Design Year forecasts by applying the growth calculated from the base year and future year models to the existing traffic volumes. The Opening Year forecasts will be developed using interpolation between existing and Design Year volumes. Given that we anticipate this project to add capacity to Oak Valley Parkway, CONSULTANT will develop different No Build and Build alternative volumes reflecting the added capacity to Oak Valley Parkway (e.g. different number of lanes on this segment of roadway). This is a relatively new requirement by Caltrans to ensure that forecasts are consistent with the lane assumptions between the No Build and Build scenarios.

The AM and PM peak hour and daily volumes will be developed at the study intersections and freeway analysis locations during both Opening Year and Design Year conditions that will be used for other resource categories. To aid in this effort, we will collect daily vehicle classification counts at the following locations that can be used to assist in developing these volumes:

1. Oak Valley Parkway Overcrossing
2. Cherry Valley Boulevard Overcrossing
3. 6th Street, just east of Viele Avenue
4. Beaumont Avenue Overcrossing

Traffic Operations Analysis Report (TOAR): The TOAR will provide summary and conduct operations analysis at study locations for study scenarios, as well as complete a safety review (looking at existing collision information).

This scope of services assumes that CONSULTANT will conduct intersection capacity and freeway capacity assessment using the VISSIM software intersection analysis. CONSULTANT will conduct the AM and PM peak hour LOS analysis at the study intersections and freeway mainline segments during the following scenarios:

- Existing Conditions
- Opening Year No Build Alternative
- Opening Year Build Alternative 1
- Opening Year Build Alternative 2
- Opening Year Build Alternative 3
- Design Year No Build Alternative
- Design Year Build Alternative 1
- Design Year Build Alternative 2

- Design Year Build Alternative 3

This scope assumes that delay and level of service will be reported at all intersections. Queuing estimates will be provided for movements along Oak Valley Parkway and at all off-ramps. CONSULTANT assumes two rounds of draft submittals, review, and comments from Caltrans. CONSULTANT will respond to two rounds of consolidated comments and submit the Final Document.

Deliverables: Traffic Volumes Report, Traffic Operations Analysis Report (Draft and Final)

D.8 Intersection Control Evaluation (ICE)

CONSULTANT will evaluate the project in accordance with Caltrans Traffic Operations Policy Directive 13-02: Intersection Control Evaluation (ICE). This analysis will be performed at the I-10 ramp intersections with Oak Valley Parkway plus the adjacent intersections. Since the PSR predated the ICE requirement, we will complete a Step 1 (screening assessment) and Step 2 (full assessment) at the intersections on Oak Valley Parkway. CONSULTANT has assumed one set of comments on each submittal and resubmit both documents as final.

Deliverable: Intersection Control Evaluation

D.9 Vehicle Miles of Travel (VMT)

With SB-743, CEQA must now evaluate VMT as the impact metric associated with transportation. For the PA&ED phase of the project, Caltrans has defined the following key deliverables that will be completed by CONSULTANT as part of this effort:

- Induced Travel Study Methodology Memorandum – This will document and describe how the VMT assessment will be completed including the methodology employed for the effort.
- VMT Study, Draft – The draft quantitative VMT analysis results will be documented in a report. Any significant VMT impacts will be identified.
- VMT Study, Final – We will respond to Caltrans comments on the draft submittal as final. This document will be shared with Caltrans Headquarters for concurrence.
- Mitigation Scoping Plan - This step is only required if the project is determined to lead to a measurable and substantial increase in vehicle travel. However, this document will summarize any proposed mitigation associated with the project to off-set the induced travel impacts of the project.
- Induced Travel Risk Assessment - This step is only required if the project is determined to lead to a measurable and substantial increase in vehicle travel and the induced VMT is not fully mitigated. A subsequent memorandum summarizing the findings will be submitted to Caltrans Headquarters for review and concurrence documenting why VMT mitigation is not feasible with the project.

CONSULTANT budget assumes that we will submit two rounds of documents for review for each of these deliverables: a draft document submitted to Caltrans and a final document that responds to Caltrans comments. Based on other studies completed, CONSULTANT current recommended practice is to document induced VMT estimates from both the RIVCOM model and using the Caltrans NCST calculator and also document the limitations of both approaches. We will also reduce the induced VMT estimates associated with truck travel in both estimates as SB 743 only addressed induced travel associated with passenger cars. This nuance will change the level of mitigation and is important to distinguish as part of the VMT estimates. Finally, the VMT assessment and all draft documents will use the Caltrans TAF (Transportation Analysis Framework) and TAC (Traffic Analysis for CEQA) to guide the analysis process.

Deliverable: Travel Study Methodology Memo, VMT Study (Draft and Final)

TASK E – ENVIRONMENTAL DOCUMENTATION AND TECHNICAL STUDIES

The environmental work for the project will be carried out in accordance with National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements. Caltrans will serve as the CEQA lead agency and the NEPA lead agency for the I-10/Oak Valley Parkway Project PA&ED phase. Based on the project scope defined during Project Initiation Document phase, the project team will conduct a field review and obtain concurrence on the necessary environmental technical studies via the Preliminary Environmental Study form. The project team will conduct the environmental studies, anticipated to include biology, cultural, hazardous waste, noise, visual, air/water quality, paleontological, community, vehicle miles traveled (VMT), and Native American consultation and submit to Caltrans District 8 environmental staff and the CITY for review and approval. Once completed, the technical studies will be summarized in the combined NEPA/CEQA document and circulated for public review. Caltrans will ultimately certify the CEQA Environmental Impact Report (EIR) and NEPA Environmental Assessment (EA).

E.1 Preliminary Environmental Evaluation and Caltrans Coordination

CONSULTANT will review the previously prepared Preliminary Environmental Analysis Report and coordinate with Caltrans to confirm the required technical studies. A brief memorandum describing the technical studies anticipated will be prepared and submitted to the CITY and Caltrans for concurrence. CONSULTANT will also provide an updated Project Description and Purpose and Need to the CITY and Caltrans and coordinate approval of the Project Description to be included in the technical studies.

Deliverable: Environmental Scoping Memorandum

E.2 Initial Public Scoping Meeting / Notice of Preparation

An initial public scoping meeting will be held in which the stakeholders, responsible agencies, and community will be provided an opportunity to comment on the project and to determine the potential public support or opposition to the project. CONSULTANT will prepare a Notice of Preparation (NOP) for an Environmental Impact Report and will circulate the NOP to all responsible agencies. The review period of the NOP is 30 days and requires a Public Scoping Meeting included in this task. The NOP will include a description of the project, a location map, identification of potential environmental issues, and probable environmental effects of the project. Once the 30-day review is complete and agency comments have been received, preparation of the draft Environmental Document can commence.

Deliverables: Meeting Materials, Notice of Preparation

E.3 Environmental Focus Group Meetings

CONSULTANT will coordinate environmental focus group meetings, as needed, to solicit feedback and address concerns from stakeholders, potentially including emergency services and other transportation related personnel. These focus group meetings will establish rapport and help build support from this important group of stakeholders. CONSULTANT will coordinate and facilitate in-person or virtual stakeholder meetings. The focus group meetings will deliver project information and opportunities for individuals to provide feedback.

Deliverables: Meeting Materials

E.4 Phase I Initial Site Assessment Addendum and Hazardous Waste Phase II Preliminary Site Assessment (Title 22, ADL, Asbestos)

CONSULTANT will prepare an addendum to the previously prepared Phase I Initial Site Assessment (ISA) due to the age of the documentation. CONSULTANT will perform a reconnaissance of the Site to assess conditions for the presence or make visual observations of indicators of the potential existing presence, of

hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the Site. These indicators include, but are not limited to, 55-gallon drums, USTs and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and areas conspicuously absent of vegetation. CONSULTANT will also review the Standard Environmental Records Sources: Federal and State referenced in American Society for Testing and Materials (ASTM) Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process to obtain information regarding the potential presence of hazardous materials/wastes on the Site or on properties located within the approximate minimum search distance specified for each source. Upon completion of these tasks, CONSULTANT will prepare a report summarizing the findings of the ISA which will qualitatively describe the potential for environmental impairment of the Site. The report will include a completed Caltrans ISA Checklist.

Additionally, CONSULTANT will perform a Phase II Preliminary Site Investigation addressing potential hazardous materials in general accordance with the Caltrans guidelines. Phase II soil sampling and analysis will be conducted to evaluate concentrations of Title 22 metals (including aerially deposited lead [ADL]), petroleum hydrocarbons, and organochlorine pesticide concentrations in soil within the proposed right-of-way take and project limits. Hazardous materials survey will be performed to evaluate suspect asbestos containing materials and suspect lead and chromium containing paints and traffic striping used in bridge and roadway constructions.

Deliverables: Phase I ISA Addendum and Phase II PSI Report

E.5 Prepare Area of Potential Effects Exhibit

CONSULTANT will prepare an Area of Potential Effect (APE) exhibit. The APE will determine the limits of field surveys and report documentation. CONSULTANT will coordinate with Caltrans cultural staff to receive feedback and ultimately approval and signature on the APE Map to be included in the cultural documentation.

Deliverable: APE Exhibit

E.6 Section 106/AB 52 Consultation

CONSULTANT will utilize the list provided by the Native American Heritage Commission and Caltrans' AB 52 Consultation List to contact Native American groups. With Caltrans approval, CONSULTANT will contact each group via certified mail to initiate consultation under Section 106 and AB 52. After 28 days, CONSULTANT will follow up via telephone with those groups that have not responded to the initial letter. CONSULTANT will document all Native American consultation efforts in cultural resource and environmental documentation.

Deliverable: Native American Consultation Log

E.7 Historic Property/Archaeological Survey Report

CONSULTANT will prepare cultural documentation in accordance with Section 106 of the National Historic Preservation Act and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-Aid Highway Program in California. This work will include the efforts to record archaeological and historical resources identified within the study area. A Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR) will be prepared to

identify and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources.

Deliverables: Historic Property Survey Report/Archaeological Survey Report

E.8 Noise Study Report

CONSULTANT will prepare a Caltrans format Noise Study Report pursuant to NEPA that assesses the project's potential effects on existing and future noise conditions, including construction impacts. CONSULTANT will review applicable Federal (Caltrans) and City noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts including Federal Highways (FHWA) Noise Abatement Criteria (NAC) and standards included in the City's Noise Ordinance will be discussed for sensitive land uses adjacent to the project. The areas with potential future noise impacts have been identified using land use information and field reconnaissance. The project area contains adjacent sensitive noise receptors, and this project is changing the vertical and horizontal roadway alignment so noise impacts and potential abatement must be considered.

Deliverable: Noise Study Report

E.9 Noise Abatement Decision Report

Based on the Noise Study Report, if noise impacts warrant abatement, CONSULTANT will prepare a Noise Abatement Decision Report (NADR). The NADR will include design information and estimated costs of any proposed soundwalls, and applicable criteria to evaluate the reasonableness and feasibility of constructing the noise abatement. This will be based on constructability of the barrier, cost of building the barriers, and allotment of abatement cost per resident. If a soundwall is evaluated as both reasonable and feasible, CONSULTANT will coordinate with the public to determine if they want the wall.

Deliverable: Noise Abatement Decision Report

E.10 Air Quality Technical Report

CONSULTANT will prepare an Air Quality Report for the project's operation and construction in accordance with the Caltrans' Transportation Project Level Carbon Monoxide (CO) Protocol and the California Air Resources Board (CARB), Riverside County District, and CEQA regulations for the South Coast Air Basin (SCAB).

For the description of existing ambient air quality, the report will use baseline and project-setting meteorological and air quality data in the area developed through the CARB, along with climatological and air quality profile data gathered by the South Coast Air Quality Management District. Air quality data from the Lake Skinner, Lake Elsinore, and Perris monitoring stations (the nearest air quality monitoring stations) will be included to help highlight existing air quality local to the proposed project site. Other sources such as regulatory documents, professional publications, and previous experience in the project area will supplement background information.

The CITY is in non-attainment for PM2.5, PM10, and Ozone under California regulations and PM2.5 and 8-hour Ozone under Federal regulations. As a component of the Air Quality Report, the project will undergo Interagency Consultation with SCAG's Transportation Air Quality Conformity Group to confirm it is not a Project of Air Quality Concern, per the Environmental Protection Agency's Criteria for Projects of Air Quality Concern (40 CFR 93.123 (b)(1)). CONSULTANT will prepare and submit the required forms and information to SCAG and call in to the monthly project review and concurrence to represent the project. The results of this Interagency Consultation will be documented in the Air Quality Report and concurrence from SCAG's Transportation Air Quality Conformity Group will be attached as an appendix to the report.

After approval of the Air Quality Report and circulation of the Draft Environmental Document, CONSULTANT will prepare an Air Quality Conformity Analysis consistent with FHWA and Caltrans requirements to demonstrate that the project meets the project level air quality conformity requirements. This subsequent analysis will be reviewed by Caltrans and forwarded to FHWA for review and concurrence with the project level conformity determination.

Deliverable: Air Quality Report

E. 11 Community Impact Assessment

CONSULTANT will prepare a Community Impact Assessment (CIA) to document the potential impacts of this project on the local community, minority, and low-income populations as well as evaluating the potential for public controversy. This report will evaluate the land acquisitions, changes in the noise and visual environment, and impacts on cultural/biological resources that may be important to the community. Pursuant to NEPA requirements, impacts to low-income population will be evaluated consistent with federal Environmental Justice policy. The CIA will be based on current Caltrans Guidelines (Environmental Guidelines Volume 1, Chapter 24 – Community Impacts) and will discuss social impacts, businesses and residences affected by the project, and community resources such as schools, parks, and emergency services. Residential relocations are not anticipated.

Deliverable: Community Impact Assessment

E.12 Visual Impact Assessment

CONSULTANT will oversee the landscape architect subconsultant, Reddy Engineering Services Inc., to prepare a Visual Impact Assessment (VIA). It is assumed the VIA would be a moderate level based on the preliminary Caltrans VIA Questionnaire. The VIA will evaluate viewpoints for: notable visual resources; the vividness, intactness, and unity of the project area; and the site's landscape units. The VIA will be prepared using methods and protocol developed by the FHWA and adopted by Caltrans. The VIA will include visual renderings of the proposed alternatives. The VIA will be reviewed and approved by the CITY prior to submittal to Caltrans for review and approval.

Deliverable: Visual Impact Assessment (Moderate Level)

E.13 Aquatic Resources Delineation Report

CONSULTANT will complete a focused wetlands delineation and a jurisdictional "waters of the U.S." determination according to the 2008 Army Corps of Engineers Wetland Delineation Manual Arid West Supplement, and currently accepted methodology. CONSULTANT will also determine the extent of any "waters of the State" including the streambed and associated riparian areas subject to review by CDFG under Section 1602 of the Fish and Game Code. It is assumed the Middle Fork of the San Timoteo Creek and Township Creek (Little San Gorgonio Creek) will be considered "waters of the U.S." while the entire undeveloped floodplain of the channel would be considered "waters of the State." The delineation results will be presented in a detailed report with appropriate technical documentation for use in permit applications.

Deliverable: Aquatic Resources Delineation Report

E.14 Natural Environment Study

CONSULTANT will prepare a Caltrans formatted Natural Environment Study (NES) that will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. Surveys for burrowing owl, Los Angeles pocket mouse, San Bernardino

kangaroo mouse, for Least Bell's vireo, Southwestern willow flycatcher, and narrow endemic plant species (NEPSSA) will be required and survey results will be attached to the NES. If any sensitive resources are found on the site, CONSULTANT will prepare and include in the NES an exhibit displaying the location of the sensitive plant communities on-site and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present, and will identify and assess project impacts on the existing biological resources, including any sensitive species. Minimization and mitigation measures will be included as necessary.

E.14.1 SBKR and LAPM Trapping Survey and Report

CONSULTANT will oversee a protocol San Bernardino kangaroo rat (SBKR) and Los Angeles pocket mouse (LAPM) trapping survey in compliance with WRMSHCP requirements. The trapping survey will be conducted by a biologist who is permitted to trap and handle SBKR and LAPM. Small mammal presence/absence surveys typically require five consecutive nights of trapping when the animal is active above ground between May 1 and September 15 and when the overnight temperature lows are 50 degrees Fahrenheit or higher, while avoiding periods of overnight precipitation. All captured animals will be identified to species and data will be taken for any SBKR or LAPM mouse captured, including age, sex, reproductive condition, and GPS point will be taken at the capture location. Following the completion of the trapping effort, a report will be prepared that documents the trapping methods, results of the trapping effort, a figure showing trap locations and, if applicable, SBKR and LAPM capture locations, and representative photographs.

E.14.2 Least Bell's Vireo Surveys and Report

CONSULTANT will oversee protocol surveys for least Bell's vireo (LBVI) by a qualified biologist(s) in compliance with WRMSHCP requirements. Eight surveys will be conducted at least ten days apart during the period between April 10 and July 31. Following the completion of the surveys, a brief letter report will be prepared to describe survey methodology, site conditions, and results, including the locations of any LBVI observations, extent of territories, and nests (if detected). The report will also include maps depicting the Project site, suitable riparian habitat included in the survey area, and the locations of any LBVI observations.

E.14.3 Southwestern Willow Flycatcher Surveys and Report (Optional Service)

If suitable habitat for Southwestern willow flycatcher (SWFL) is determined to be present, CONSULTANT will oversee protocol surveys by a qualified biologist(s) for SWFL in compliance with WRMSHCP requirements. A minimum of five surveys will be conducted at least five days apart, during the survey periods between May 15 and July 17. Following the completion of the surveys, a brief letter report will be prepared to describe survey methodology, site conditions, and results, including the locations of any SWFL observations, extent of territories, and nests (if detected). The report will also include maps depicting the Project site, suitable riparian habitat included in the survey area, and the locations of any LBVI observations.

Deliverables: Natural Environment Study, SBKR, LAPM, LBVI, and SWFL Survey Report Memorandums

E.15 WRMSHCP JPR, DBESP, and Consistency Analysis

CONSULTANT will prepare a Joint Project Review, Determination of Biological Equivalent or Superior Preservation (DBESP), and Consistency Analysis Reports to comply with the Western Riverside Multiple Species Habitat Conservation Plan (WRMSHCP). These documents will summarize the unavoidable impacts to riverine/riparian habitat associated with the drainage crossings under the project area and proposes mitigation as defined under Section 6.1.2 of the MSHCP. The JPR/DBESP/Consistency Analysis will

incorporate proposed mitigation measures from the NES but will also provide a determination that this project would be consistent with each of the requirements of the WRMSHCP and a more thorough description of any required mitigation such as off-site mitigation or on-site replanting and/or revegetation as well as any applicable USFWS and CDFW requirements for success rates and long-term monitoring. This scope does not include the preparation of revegetation plans to be prepared during PS&E. The JPR will be submitted to the Western Riverside County Regional Conservation Authority (RCA) and wildlife regulatory agencies. It is assumed at least two meetings with RCA will be held to present the project and proposed avoidance, minimization, and mitigation measures. If any federally listed species are discovered, it is anticipated Caltrans will utilize the DBESP to secure a Streamlined Biological Opinion from USFWS utilizing the WRMSHCP.

Deliverables: WRMSHCP Joint Project Review, Determination of Biological Equivalent or Superior Preservation (DBESP), and Consistency Analysis

E.16 Water Quality Assessment Report

CONSULTANT will prepare a Water Quality Assessment Report to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss the drainages within the project area and the receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard BMPs and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Deliverable: Water Quality Assessment Report

E.17 Draft EIR/EA

CONSULTANT will draft the EIR/EA for public review. The Draft EIR/EA has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the EIR/EA. CONSULTANT will incorporate the purpose and need/project description and the technical studies into the draft document. CONSULTANT will prepare a VMT Mitigation Scoping Plan and Induced Travel Risk Assessment to summarize any proposed mitigation the findings will be submitted to Caltrans Headquarters for review and concurrence documenting why VMT mitigation is not feasible with the project. Based upon available data, CONSULTANT will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The Draft Environmental Document will determine if the project has any significant adverse effects on the environment under both State and Federal standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance.

Deliverable: Draft EIR/EA

E.18 Public Circulation of EIR/EA /Public Notices and Hearing

The EIR/EA needs to be circulated for public review for a period of 45 days. Pursuant to CEQA requirements, CONSULTANT will prepare a Notice of Availability for the Draft EIR/EA. This notice, along with the Draft Environmental Document and technical studies, will be made available at the City offices, the Public Library, and electronically during the 45-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse.

To satisfy the requirements of the CEQA EIR, CONSULTANT will conduct a public hearing during the 45-day circulation of the Draft Environmental Document. This hearing will explain the purpose of the project, why it is needed, what is being proposed, and the environmental impacts of the proposed project. CONSULTANT will advertise the hearing in the local newspaper, with posted fliers, and direct mailings, as needed, to ensure maximum attendance and participation at the meeting. The hearing will either be in-person or

virtual and will consist of a brief presentation followed by questions directed to technical experts on the project. Comments will be collected and summarized for the CITY and Caltrans' consideration.

Deliverables: Notice of Availability/Notice of Intent, Meeting Materials

E.19 Record of Public Hearing

After conclusion of the public meeting, CONSULTANT will prepare a Record of Public Hearing for the project file. The document will contain all announcements and newspaper postings for the public hearing, the exhibits presented at the public hearing, a list of attendees from the PDT at the public hearing, and a log of all comments received. Any materials handed out to the public will be included in the appendix along with sign-in sheets and photographs documenting the public meeting.

Deliverable: Record of Public Hearing

E.20 Final EIR/EA (CEQA Statement of Overriding Consideration & Findings of Fact and NEPA FONSI)

At the close of the public review period for the Draft Environmental Document, CONSULTANT will meet with CITY and Caltrans staff to review any comments on the Draft Environmental Document that were received, and to discuss potential responses to these comments. CONSULTANT will then formulate responses to the comments on the Draft Environmental Document. Once draft responses to comments are completed, they will be submitted to the agencies' staff for review and comment. The agencies' comments will be incorporated into the response to comments document, which will be submitted to Caltrans as an appendix in the Final Environmental Document.

A Final Environmental Document will be prepared by the CONSULTANT. The CEQA portion will be a Final EIR, while the most likely outcome is the preparation of a FONSI under NEPA. Prior to action on the EIR/EA, CONSULTANT will assist the CITY and Caltrans to prepare appropriate findings and the Administrative Record.

CONSULTANT will draft findings of fact pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the Final EIR. The findings will describe the effect, cite one or more applicable findings under Section 15091, and describe the evidence that supports the selected findings. The findings will also explain why other project alternatives have been found infeasible by the CITY and Caltrans. CONSULTANT will coordinate the drafting of these findings with CITY and Caltrans Staff.

CONSULTANT will prepare a Statement of Overriding Considerations to address any significant effects of the project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the project that outweigh its unavoidable environmental impacts. The statement will be based on substantial evidence in the record. CONSULTANT will work with the CITY's and Caltrans' legal counsel in preparing the findings and statement of overriding considerations.

To complete the CEQA process, CONSULTANT will file a Notice of Determination with the County Recorder's Office within 5 days of approval of the FEIR/FONSI (pursuant to CEQA guidelines).

Deliverables: Final EIR/EA, CEQA Statement of Overriding Considerations, CEQA Findings of Fact, NEPA Finding of No Significant Impact, and Notice of Determination

E.21 Section 404 Nationwide Permit (Optional Service)

If required for geotechnical investigations during PA&ED, CONSULTANT will prepare a Clean Water Act Section 404 Nationwide Permit (NWP) 6, for Geotechnical Investigations. An NWP 6 is appropriate as the permanent impacts to waters of the United States for geotechnical investigations is less than 0.5 acre. CONSULTANT will prepare the Preconstruction Notification (PCN), which will include a project description,

construction methodology, quantification of permanent and temporary impacts on waters of the United States, and information to demonstrate compliance with the specific and general conditions applicable to Nationwide Permit 14, including compliance with the federal Endangered Species Act (ESA), and with Section 106 of the National Historic Preservation Act (NHPA). The PCN will also include a copy of the delineation of waters of the United States. CONSULTANT will coordinate directly with USACE staff to ensure the permit is obtained. The PCN will be prepared for review and submitted to the U.S. Army Corps of Engineers.

Deliverable: Section 404 Nationwide Permit

E.22 Section 401 Water Quality Certification (Optional Service)

If required for geotechnical investigations during PA&ED, CONSULTANT will prepare a Notice of Intent (NOI) under the 401 General Water Quality Certification and Order of the 2022 USACE NWP 6 for Geotechnical Investigations. The NOI would be filed with the Santa Ana Regional Water Quality Control Board (RWQCB). The application will include the appropriate fee assumed to be paid for by the City. Issuance of a Section 401 Water Quality Certification (that may include waste discharge requirements) also generally constitutes compliance with the State Porter-Cologne Act. CONSULTANT will coordinate directly with RWQCB staff to ensure the certification is obtained on schedule for the geotechnical work and will ensure all permit requirements are adhered to. The permit fee is assumed to be paid by the City.

Deliverable: Section 401 Water Quality Certification

E.23 Section 1602 Lake and Streambed Alteration Agreement (Optional Service)

If required for geotechnical investigations during PA&ED, CONSULTANT will prepare the required notification package for a Streambed Alteration Agreement (SAA), in compliance with Section 1602 of the California Fish and Game, to be filed with CDFW online. The application package will describe, among other items, the project features; work period; geotechnical methods; and potential temporary impacts on vegetation, fish and wildlife. Detailed geotechnical plans and application fee based will accompany the notification package. CONSULTANT will coordinate directly with CDFW staff to ensure the agreement is obtained on schedule for the geotechnical work and will ensure all permit requirements are adhered to. The permit fee is assumed to be paid by the City.

Deliverable: Section 1602 Lake and Streambed Alteration Agreement

TASK F – PROJECT REPORT

The Project Report task will compile the information developed in the Preliminary Engineering Studies and Preliminary Design tasks and present the results in a comprehensive document.

F.1 Draft Project Report

CONSULTANT will prepare the Draft Project Report in accordance with Caltrans “Preparation Guidelines for Project Report.” The document will discuss the proposed project, purpose and need, and provide an overview of impacts including environmental impacts and potential right of way impacts.

This task includes the preparation of a draft and final report for the Draft Project Report with a recommendation for circulation of the Environmental Document. The draft will be submitted to Caltrans and the City for review and comment. CONSULTANT will meet with Caltrans and City for comments resolution and make updates to the Draft Project Report.

CONSULTANT will prepare the Draft Project Report to be published/circulated with the Draft Environmental Document and will evaluate all Build Alternatives identified as worthy of further consideration through coordination with the City and Caltrans, together with the No Build Alternative.

Deliverables: Draft Project Report (Draft and Final)

F.2 Final Project Report

After circulation of the Draft Project Report, CONSULTANT will prepare a Final Project Report with the recommendation for selection of a preferred alternative and approval of the project to proceed to the final design (i.e. Plans, Specifications, and Estimate) phase. The draft will be submitted to Caltrans and the City for review and comment. CONSULTANT will address the comments and produce the Final Project Report. CONSULTANT will meet with Caltrans and City for comments resolution and make updates to the Final Project Report and submit for approval.

The Final Project Report will be published with the Final Environmental Document and will include selection of a Locally Preferred Alternative through a formal alternatives screening process conducted with the Project Development Team. The approval of the Final Project Report will conclude the PA&ED phase of the project.

Deliverables: Final Project Report (Final Project Report)

TASK G – PRELIMINARY RIGHT OF WAY MAPS

Preliminary right of way activities will consist of developing preliminary right of way requirements maps from the preliminary land net mapping developed under Task C.4 and superimposing the proposed project improvements. Fee acquisitions, easements, and damages (if any) will be identified and estimated by the CONSULTANT real estate and engineering teams, which will serve as a tool for project decision making/overall estimating efforts. Preliminary right of way requirement maps shall be developed in a format agreeable to the City and the Caltrans District 8 Right of Way Department and shall be submitted in hard copy strip plot format to both the City and Caltrans for review and comment. At the City's direction, the CONSULTANT team may proceed with development of the draft Plat Maps and Legal Descriptions in support of future appraisals and property owner negotiations during the PS&E phase.

G.1 Preliminary Right of Way Requirements Maps

CONSULTANT will prepare a map showing anticipated right of way requirements for each Build Alternative. The right of way requirement maps will provide enough detail to support the decision-making process in selecting an alignment and will define property acquisition/easement areas required for the Right of Way Data Sheet. CONSULTANT will review ownership details, title exceptions, dedications, easements, and area closure calculations for QC review.

Deliverable: Right of Way Requirement Maps

G.2 Right of Way Data Sheet

After the Preliminary Right of Way Requirement Maps are prepared, CONSULTANT will compare and summarize right of way impacts for the alternatives considered. Data sheets will summarize the number of parcels potentially affected, impacts to property access, and will include a preliminary estimate of right of way acquisition costs.

Deliverable: Right of Way Data Sheet

G.3 Plat Maps and Legal Descriptions (Optional Service)

If requested by the City, CONSULTANT will provide right-of-way support. This will include preparing plats and legal descriptions for properties requiring additional right of way and/or easements, including Temporary Construction Easements (TCE) along the project corridor. The exact number and locations will be determined upon design and project needs. All documents will be prepared according to Caltrans standards and requirements. For this proposal, CONSULTANT will assume that up to six (6) properties will be impacted by the project. CONSULTANT will prepare two (2) plats and legal descriptions for each of the 6 properties impacted by the project for right of way take and TCE, for a total of twelve (12) plats and legal descriptions. CONSULTANT will prepare preliminary PDF Plats, Legal Descriptions, and closure calculations for review. Upon approval, CONSULTANT will prepare final signed and stamped PDF Plats and Legal Descriptions.

Deliverables: Preliminary and Final Plats, Legal Descriptions, and Closure Calculations

TASK H – UTILITY COORDINATION

Preliminary utility efforts consist of preparing and distributing Letter Requests for Utility Mapping (Caltrans Letter No. 1), collecting utility information from the City and local service providers, organizing information for the project file, and mapping of existing/proposed utilities to identify potential utility conflicts.

H.1 Letter Requests to Utility Owners for Mapping

CONSULTANT's utility coordination process matches the state and federally approved processes. CONSULTANT will prepare a database of utility records indicating the type of utility, owner, drawing number, and other vital information. The identified utility companies will be sent a letter describing the proposed project, location, and anticipated features to request information regarding existing and proposed utilities.

Deliverables: Utility Correspondence and Letters Requests for Mapping

H.2 Utility Mapping from Record Drawings and Permits

CONSULTANT will perform a utility search for affected utilities in the project area, including a review of the utility work compiled for the PSR. The search will include a review of available as-builts and permits for the project area and verification field review. CONSULTANT will prepare a database of utility records indicating the type of utility, owner, drawing number, and other vital information. CONSULTANT will plot the location of all existing facilities on a utility CAD base map to serve as a basis for utility conflict determination and future conflict resolution.

Deliverable: Utility CAD Base Map

H.3 Utility Information Sheet

CONSULTANT will review the draft Utility Information Sheets prepared for the PSR and prepare an updated Utility Information Sheet for the Build Alternatives, to be included in the Draft and Final Project Study. The names of all utilities and points of contact will be developed and a description of the location, existing facility, and potential conflicts with the project will be prepared.

Deliverable: Utility Information Sheet

H.4 Preliminary Utility Conflict Identification Maps

CONSULTANT will review the existing utilities against the proposed improvements to create the Utility Conflict Identification Maps. Based on the information gathered, CONSULTANT will prepare conflict maps for each utility highlighting the location of identified conflicts and preliminary recommendations to resolve utility conflicts, to be reviewed/approved by the CITY and Caltrans.

Deliverable: Preliminary Utility Conflict Identification Maps

H.5 Preliminary Utility Management Matrix

CONSULTANT will summarize utility owner information, anticipated conflicts, and proposed resolutions to utility conflicts in a Preliminary Utility Management Matrix (UMM) in Caltrans format, which will be used to prepare the Utility Information Sheet. The UMM will serve as a tool for project decision making/estimating purposes and future coordination between the CITY, CONSULTANT, and the affected utility owner.

Deliverable: Preliminary Utility Management Matrix

H.6 Utility Coordination with Utility Owners (Optional Service)

If determined necessary by the City, CONSULTANT will coordinate and meet with utility owners to develop utility protection measures or relocations during the design process. CONSULTANT will provide recommendations and schematic designs to aid in the utility coordination process.

Deliverable: Correspondence and utility coordination

TASK I – PRELIMINARY DESIGN

Using the information obtained from the survey and Preliminary Engineering Studies, the Preliminary Design tasks will focus on developing/evaluating/estimating the roadway geometric, structure, and pavement alternatives, identifying/documenting non-standard design elements, developing a preliminary opinion of project cost for each alternative, performing an alternatives screening evaluation, managing vehicular/pedestrian traffic during construction, and assessing the project risks through a Level II Risk Register, per the scalability requirements outlined in Caltrans Project Delivery Directive-09R1. These elements will be summarized and presented in the Draft and Final Project Report.

I.1 Alternatives Evaluation and Screening Matrix

CONSULTANT will develop a detailed Alternatives Evaluation and Screening Matrix to compare up to three proposed Build Alternatives and the No-Build Alternative with consideration for traffic operations, roadway geometry, safety, right of way and property owner interests, drainage, hydraulics, storm water quality, utility impacts, environmental impacts, costs, and risks. The Alternatives Evaluation and Screening Matrix will service as the basis for determining the build alternative to be carried forward in the environmental and engineering technical studies.

Deliverable: Alternatives Evaluation and Screening Matrix

I.2 DIB 78-04 Design Checklist and DSDD

CONSULTANT will evaluate the build alternative for all non-standard features (boldface and underlined) that are identified in the Caltrans Design Information Bulletin (DIB) 78-04 “Design Checklist for the Development of Geometric Plans” and DIB 82-06 “Pedestrian Accessibility Guidelines for Highway Projects”, in conjunction with the Caltrans Highway Design Manual. CONSULTANT will prepare Design Standard Decision Documents (DSDD) for any non-standard feature(s) in accordance with Chapter 21 of the Project Development Procedures Manual, “Design Standard Decisions.”

Deliverables: Design Checklist, DSDD (Draft and Final)

I.3 Modified Access Report (MAR)

CONSULTANT will prepare a Modified Access Report (MAR) following the PSR outline (Chapter 9 – Project Initiation). CONSULTANT will coordinate with the FHWA to ensure that the proposed access change meets policy requirements. Once approved, the FHWA will send a Determination of Engineering and Operational Acceptability. This separate report will follow an organizational structure similar to the Draft Project Report and must be accepted by FHWA to approval of the Final Project Report.

Deliverables: Modified Access Report (Draft and Final)

I.4 11-Page Engineer's Cost Estimates

CONSULTANT will prepare the Caltrans standard '11-page' format cost estimate for improvements within Caltrans right of way for the Build Alternatives. CONSULTANT will develop preliminary quantities and identify appropriate unit pricing to include pavement structural section, drainage, retaining walls, erosion control and water pollution control BMPs, traffic signals, ramp metering, signage, traffic management plan, structures, and right of way costs in the preliminary Engineer's 11-Page Cost Estimate.

Deliverables: Preliminary Engineer's 11-Page Cost Estimate

I.5 Level II Risk Register (Per Delivery Directive PD-09)

CONSULTANT will work with the PDT team and stakeholders to identify and record potential risk to the project in accordance with Caltrans Project Delivery Directive PD-09. The project has a Risk Register Scalability Level of II as defined in the Caltrans Project Risk Management Handbook and a Risk Register with qualitative analysis is required. The risk identified and quantitative risk assessment will be included as an attachment for the Draft and Final Project Report and will be recorded in the Risk Register by the assigned Caltrans District 8 Risk Management Coordinator.

Deliverable: Level II Risk Register

I.6 Preliminary Transportation Management Plan

CONSULTANT will develop a conceptual plan for traffic handling to ensure that traffic operations are not adversely impacted at the project site, including any California Highway Patrol (CHP) enforcement areas and other highway systems related equipment. CONSULTANT will prepare the Transportation Management Plan (TMP) Checklist to reflect the approved design elements, construction activities, and anticipated costs. The TMP Checklist will reflect consideration for the project's staging activities, traffic handling strategies, and other impacts to the public. CONSULTANT will submit the TMP Checklist to the CITY and Caltrans for review/approval.

Deliverable: Preliminary Transportation Management Plan Checklist (Data Sheet, TMP Elements, Budgetary Cost Estimates)

I.7 Highway Safety Manual Assessment

The HSM provides tools to conduct quantitative safety analyses, allowing for safety to be quantitatively evaluated alongside other transportation performance measures such as traffic operations, environmental impacts, and construction costs. CONSULTANT will complete the HSM process and will provide the results to the City and Caltrans.

Deliverable: Highway Safety Manual Assessment



TASK DESCRIPTION	DOKKEN ENGINEERING																			FEHR & PEERS													
	Principal In Charge	QA / QC Manager	Darwin Cruz* Project Manager	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	CAD / Engineering Technician	Environmental Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Environmental Technician	Right of Way Manager	Senior Right of Way Agent	Right of Way Agent	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Principal In Charge	Principal QA/QC Manager	Associate	Senior Engineer	Engineer	Support Staff 1	Support Staff 2	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST		
	\$330	\$320	\$275	\$255	\$220	\$190	\$170	\$140	\$125	\$145	\$250	\$170	\$135	\$105	\$85	\$210	\$170	\$115				\$346	\$252	\$186	\$157	\$135	\$153	\$170					
BILLING RATES*	11	42	287	5	378		90	100	78	52	12	158	58			1	3	5	1,280		\$266,005	28	4	28				8			68		\$17,129
TASK A - PROJECT ADMINISTRATION AND PROJECT MANAGEMENT	4	6	52		70			100			12	48	20						312		\$60,800	16		16							32		\$8,514
A.1 - PDT and Kick-off Meetings			5	5	26				46	32		4				1	3	5	127		\$20,735												
<i>A.2.1 - Caltrans Encroachment Permits for Pre-con Field Work</i>			3		18				26	32		4							83		\$13,355												
<i>A.2.2 - Right of Entry Permits from Property Owners</i>			2	5	8				20							1	3	5	44		\$7,380												
A.3 - Project Delivery Schedule	1		12		16							6							35		\$8,170												
A.4 - Contract Administration	3	6	60		44							16							129		\$31,810	4						8			12		\$2,607
A.5 - Agency Coordination			50		40		20					40	20						170		\$35,450												
A.6 - Bi-weekly City Briefing and Focus Group Meetings			56		78				32			20							186		\$39,960	8		8							16		\$4,257
A.7 - Quality Management Plan /Memorandum		30	10		48		20												108		\$26,310		4	4							8		\$1,751
A.8 - Agreement Support (Coops with Caltrans)	2		24		24							12							62		\$14,580												
A.9 - Funding Assistance (Optional Service)	1		18		32		50			20		12	18						151		\$28,190												
TASK B - RESEARCH AND DATA GATHERING		1	5	2	4	3	8		20		1	2	5	8			2	6	67		\$10,650												
B.1 - Research and Data Gathering		1	5	2	4	3	8		20		1	2	5	8			2	6	67		\$10,650												
TASK C - TOPOGRAPHIC & RIGHT OF WAY SURVEYS		2	6			13		18		3						1	3	4	50	\$7,500	\$16,395												
C.1 - Horizontal and Vertical Control Surveys			1			2													3		\$655												
C.2 - Aerial Photogrammetric Survey			1			2		4		1									8		\$1,360												
C.3 - Topographic Design Survey/Mapping		1	2					10		2									19		\$3,320												
C.4 - Preliminary Right of Way and Boundary Mapping		1	2			5		4								1	3	4	20	\$7,500	\$11,060												
TASK D - PRELIMINARY ENGINEERING STUDIES	2	11	71	87	139	191	216	664	240	170	2	20	8					12	1833		\$303,450	32	68	84	224	540	96	42	1086	\$16,000	\$190,004		
D.1 - Preliminary Drainage/Hydrology Report		1	4	16		8	80	60		20									189		\$31,920												
D.2 - Draft Storm Water Data Report		1	3	8		5	36	48		18									119		\$19,585												
D.3 - Geotechnical Reports		1	3	4	10	11													29		\$6,455												
<i>D.3.1 - Preliminary Geotechnical Design Report</i>		1	2	1	3	6													13		\$2,925												
<i>D.3.2 - Structures Preliminary Geotechnical Report</i>			1	3	5	2													11		\$2,520												
<i>D.3.3 - Preliminary Materials Report</i>				2	3														5		\$1,010												
D.4 - Updated Geometric Approval Drawings	2	4	24		32	88	360	240	80									12	842		\$125,680												
D.5 - Structures Advance Planning Studies			5	24	62	23	116	28											258		\$45,805												
<i>D.5 - Updated Structures APS for Oak Valley Parkway Overcrossing Bridge</i>			2	10	24	10	44	12											102		\$18,180												
<i>D.5 - Updated Structures APS I-10/Middle Fork San Timoteo Creek Bridge Widening</i>			2	8	20	8	36	8											82		\$14,710												
<i>D.5 - Structures APS Little San Geronio Box Culvert Mods (Optional Service)</i>			1	6	18	5	36	8											74		\$12,915												
D.6 - Location Hydraulic Study/Scour Analysis for San Timoteo Creek	1	5	24		32	100	80	24											266		\$45,575												
D.7 - Traffic Study	2	15	6	22	20														65		\$14,935	16	60	52	152	380	76	36	772	\$16,000	\$139,427		
<i>D.7.1 - Traffic Analysis Approach and Methodology Technical Memorandum</i>			2	1	5	4													12		\$2,665	2	4	4	8	40	4	4	66		\$10,410		
<i>D.7.2 - Data Collection and Existing Conditions Analysis</i>			2	1	3	2													8		\$1,845	2	8	8	24	80	12		134	\$15,500	\$36,138		
<i>D.7.3 - Traffic Volumes Report</i>		1	5	2	6	6													20		\$4,665	4	24	16	60	100	24	16	244	\$500	\$40,276		
<i>D.7.4 - Traffic Operations Analysis Report (TOAR)</i>		1	6	2	8	8													25		\$5,760	8	24	24	60	160	36	16	328		\$52,604		
D.8 - Intersection Control Evaluation (ICE)			2	1	3	2													8		\$1,845	4	4	8	16	40	6	4	82		\$13,411		
D.9 - Vehicle Miles of Travel (VMT)		1	10	4	10	2					2	20	8						57		\$11,650	12	4	24	56	120	14	2	232		\$37,166		
TASK E - ENVIRONMENTAL DOCUMENTATION AND TECHNICAL STUDIES	4	8	79	44	101	59	20	20		36	110	603	832	763	890	2	8	3579	\$39,300	\$520,850	16		28	56	120	12		232		\$37,642			
E.1 - Preliminary Environmental Evaluation and Caltrans Coordination		1	4	2	4	4					4	20	30	30	40				139		\$18,570												
E.2 - Initial Public Scoping Meeting / Notice of Preparation			6	2	8	6					6	20	30	40	10				148		\$21,960												
E.3 - Environmental Focus Group Meetings			6	2	6						6	40	40						100		\$17,180												
E.4 - Hazardous Waste Phase I ISA Addendum and Phase II PSI			2	1	2	3					1	12	30	50					101	\$300	\$13,705												
E.5 - Prepare Area of Potential Effects Exhibit			1		3	2						6	10	18					40		\$5,575												
E.6 - Section 106/AB 52 Consultation			3		8						4	40	40						95		\$15,785												
E.7 - Historic Property/Archaeological Survey Report			3	1	6						8	40	120	20					198	\$1,000	\$30,500												
E.8 - Noise Study Report			6	4	8	4					4	35	120	20					201		\$30,440	2		2	8	24	2		38		\$5,879		



COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF BEAUMONT
OAK VALLEY PARKWAY & I-10 INTERCHANGE

TASK DESCRIPTION	GEOCON CONSULTANTS, INC.							REDDY ENGINEERING							UNICO ENGINEERING							GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS			
	Associate Engineer / Geologist / Scientist	Senior Engineer / Geologist / Scientist	Senior Project Engineer / Geologist / Scientist	Project Engineer / Geologist / Scientist	Senior Staff Engineer / Geologist / Scientist	Word Processor / Technical Editor / CAD	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Sr. Landscape Architect	Landscape Architect II	Landscape Architect I	Admin	TOTAL HOURS	TOTAL COST	Survey Manager	Senior Land Surveyor	Land Surveyor II	Land Surveyor I	Party Chief	Rodman				TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	\$200	\$190	\$165	\$150	\$140	\$90				\$180	\$150	\$130	\$50			\$237	\$190	\$143	\$109	\$214	\$211						
BILLING RATES*	1	13	16			15	45	\$6,660					16	\$1,720	2		4					6		\$1,045	1415		\$292,559
TASK A - PROJECT ADMINISTRATION AND PROJECT MANAGEMENT																											
A.1 - PDT and Kick-off Meetings																									344		\$69,314
A.2.1 - Permits and Right of Entries	1	10	10			9	30	\$4,560																	157		\$25,295
A.2.1 - Caltrans Encroachment Permits for Pre-con Field Work	1	10	10			9	30	\$4,560																	113		\$17,915
A.2.2 - Right of Entry Permits from Property Owners																									44		\$7,380
A.3 - Project Delivery Schedule																									35		\$8,170
A.4 - Contract Administration		2	4			6	12	\$1,580	4	4		8	16	\$1,720	2		4					6		\$1,045	175		\$38,762
A.5 - Agency Coordination																									170		\$35,450
A.6 - Bi-weekly City Briefing and Focus Group Meetings																									202		\$44,217
A.7 - Quality Management Plan /Memorandum		1	2				3	\$520																	119		\$28,581
A.8 - Agreement Support (Coops with Caltrans)																									62		\$14,580
A.9 - Funding Assistance (Optional Service)																									151		\$28,190
TASK B - RESEARCH AND DATA GATHERING																									67		\$10,650
B.1 - Research and Data Gathering																									67		\$10,650
TASK C - TOPOGRAPHIC & RIGHT OF WAY SURVEYS															26	40	36	32	86	86	306	\$21,398	\$80,320	356	\$28,898	\$96,715	
C.1 - Horizontal and Vertical Control Surveys															8		16		24	24	72		\$14,380	75		\$15,035	
C.2 - Aerial Photogrammetric Survey															2		4		6	6	18	\$17,350	\$20,945	26	\$17,350	\$22,305	
C.3 - Topographic Design Survey/Mapping															8		16		32	32	88		\$17,779	107		\$21,099	
C.4 - Preliminary Right of Way and Boundary Mapping															8	40		32	24	24	128	\$4,048	\$27,216	148	\$11,548	\$38,276	
TASK D - PRELIMINARY ENGINEERING STUDIES	5	120	60			34	219	\$2,000	\$38,760																3138	\$18,000	\$532,214
D.1 - Preliminary Drainage/Hydrology Report																									189		\$31,920
D.2 - Draft Storm Water Data Report																									119		\$19,585
D.3 - Geotechnical Reports	5	120	60			34	219	\$2,000	\$38,760																248	\$2,000	\$45,215
D.3.1 - Preliminary Geotechnical Design Report	2	50	26			10	88		\$15,090																101		\$18,015
D.3.2 - Structures Preliminary Geotechnical Report	2	50	18			16	86		\$14,310																97		\$16,830
D.3.3 - Preliminary Materials Report	1	20	16			8	45	\$2,000	\$9,360																50	\$2,000	\$10,370
D.4 - Updated Geometric Approval Drawings																									842		\$125,680
D.5 - Structures Advance Planning Studies																									258		\$45,805
D.5 - Updated Structures APS for Oak Valley Parkway Overcrossing Bridge																									102		\$18,180
D.5 - Updated Structures APS I-10/Middle Fork San Timoteo Creek Bridge Widening																									82		\$14,710
D.5 - Structures APS Little San Gorgonio Box Culvert Mods (Optional Service)																									74		\$12,915
D.6 - Location Hydraulic Study/Scour Analysis for San Timoteo Creek																									266		\$45,575
D.7 - Traffic Study																									837	\$16,000	\$154,362
D.7.1 - Traffic Analysis Approach and Methodology Technical Memorandum																									78		\$13,075
D.7.2 - Data Collection and Existing Conditions Analysis																									142	\$15,500	\$37,983
D.7.3 - Traffic Volumes Report																									264	\$500	\$44,941
D.7.4 - Traffic Operations Analysis Report (TOAR)																									353		\$58,364
D.8 - Intersection Control Evaluation (ICE)																									90		\$15,256
D.9 - Vehicle Miles of Travel (VMT)																									289		\$48,816
TASK E- ENVIRONMENTAL DOCUMENTATION AND TECHNICAL STUDIES		22	50	72	66	31	241	\$46,475	\$81,735	160	100	212	472	\$71,360											4524	\$85,775	\$711,587
E.1 - Preliminary Environmental Evaluation and Caltrans Coordination																									139		\$18,570
E.2 - Initial Public Scoping Meeting / Notice of Preparation																									148		\$21,960
E.3 - Environmental Focus Group Meetings																									100		\$17,180
E.4 - Hazardous Waste Phase I ISA Addendum and Phase II PSI		22	50	72	66	31	241	\$46,475	\$81,735																342	\$46,775	\$95,440
E.5 - Prepare Area of Potential Effects Exhibit																									40		\$5,575
E.6 - Section 106/AB 52 Consultation																									95		\$15,785
E.7 - Historic Property/Archaeological Survey Report																									198	\$1,000	\$30,500
E.8 - Noise Study Report																									239		\$36,319

TASK DESCRIPTION	GEOCON CONSULTANTS, INC.							REDDY ENGINEERING						UNICO ENGINEERING						GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS					
	Associate Engineer / Geologist / Scientist	Senior Engineer / Geologist / Scientist	Senior Project Engineer / Geologist / Scientist	Project Engineer / Geologist / Scientist	Senior Staff Engineer / Geologist / Scientist	Word Processor / Technical Editor / CAD	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Sr. Landscape Architect	Landscape Architect II	Landscape Architect I	Admin	TOTAL HOURS	TOTAL COST	Survey Manager	Senior Land Surveyor	Land Surveyor II	Land Surveyor I				Party Chief	Rodman	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	BILLING RATES*	\$200	\$190	\$165	\$150	\$140	\$90			\$180	\$150	\$130	\$50			\$237	\$190	\$143	\$109				\$214	\$211			
E.9 - Noise Abatement Decision Report (Optional Service)																									107	\$17,760	
E.10 - Air Quality Technical Report																										229	\$25,964
E.11 - Community Impact Assessment																										179	\$20,910
E.12 - Visual Impact Assessment										160	100	212		472	\$71,360											503	\$76,750
E.13 - Aquatic Resources Delineation Report																										142	\$19,045
E.14 - Natural Environment Study																										262	\$29,815
E.14.1 - SBKR and LAPM Trapping Survey and Report																										7	\$9,500
E.14.2 - Least Bell's Vireo Surveys and Report																										7	\$16,950
E.14.3 - Southwestern Willow Flycatcher Surveys and Report (Optional Service)																										7	\$10,550
E.15 - WRMSHCP JPR, DBESP, and Consistency Analysis																										235	\$27,265
E.16 - Water Quality Assessment Report																										87	\$13,920
E.17 - Draft EIR/EA																										506	\$69,444
E.18 - Public Circulation of EIR/EA /Public Notices and Hearing																										241	\$1,000
E.19 - Record of Public Hearing																										125	\$13,915
E.20 - Final EIR/EA (CEQA Statement of Overriding Consideration & Findings of Fact and NEPA FONSI)																										346	\$48,120
E.21 - Section 404 Nationwide Permit (Optional Service)																										80	\$11,010
E.22 - Section 401 Water Quality Certification (Optional Service)																										80	\$11,010
E.23 - Section 1602 Lake and Streambed Alteration Agreement (Optional Service)																										80	\$11,010
TASK F - PROJECT REPORT																										442	\$84,715
F.1 - Draft Project Report																										297	\$56,855
F.2 - Final Project Report																										145	\$27,860
TASK G - PRELIMINARY RIGHT OF WAY MAPS															16	76		60				152		\$24,744	373	\$5,000	\$66,719
G.1 - Right of Way Requirements Maps															4	16		24				44		\$6,599	153		\$24,459
G.2 - Right of Way Data Sheet																										65	\$10,060
G.3 - Plat Maps and Legal Descriptions (Optional Service)															12	60		36				108		\$18,145	155	\$5,000	\$32,200
TASK H - UTILITY COORDINATION																										254	\$41,420
H.1 - Letter Requests to Utility Owners for Mapping																										13	\$2,045
H.2 - Utility Mapping from Record Drawings and Permits																										70	\$10,025
H.3 - Utility Information Sheet																										27	\$4,430
H.4 - Preliminary Utility Conflict Identification Maps																										64	\$9,830
H.5 - Preliminary Utility Management Matrix																										31	\$4,995
H.6 - Utility Coordination with Utility Owners (Optional Service)																										49	\$10,095
TASK I - PRELIMINARY DESIGN																										844	\$152,948
I.1 - Alternatives Evaluation and Screening Matrix																										182	\$35,868
I.2 - DIB 78-04 Design Checklist and DSDD																										236	\$39,825
I.3 - Modified Access Report (MAR) (Optional Service)																										108	\$18,440
I.4 - 11-Page Engineer's Cost Estimates																										160	\$28,485
I.5 - Level II Risk Register (Per Delivery Directive PD-09)																										62	\$13,460
I.6 - Preliminary Transportation Management Plan (Checklist/Data Sheet)																										38	\$6,460
I.7 - Highway Safety Manual Assessment																										58	\$10,410
TOTAL HOURS WITHOUT OPTIONAL TASKS	6	155	126	72	66	80	505			164	104	212	8	488		32	56	40	56	86	86	356			10,596		
TOTAL COST WITHOUT OPTIONAL TASKS	\$1,200	\$29,450	\$20,790	\$10,800	\$9,240	\$7,200		\$48,475	\$127,155	\$29,520	\$15,600	\$27,560	\$400	\$73,080	\$7,587	\$10,614	\$5,712	\$6,110	\$18,403	\$18,142		\$21,398	\$87,965		\$122,123	\$1,837,967	
TOTAL HOURS WITH OPTIONAL TASKS	6	155	126	72	66	80	505			164	104	212	8	488	44	116	40	92	86	86	464			11,413			
TOTAL COST WITH OPTIONAL TASKS	\$1,200	\$29,450	\$20,790	\$10,800	\$9,240	\$7,200		\$48,475	\$127,155	\$29,520	\$15,600	\$27,560	\$400	\$73,080	\$10,432	\$21,985	\$5,712	\$10,038	\$18,403	\$18,142		\$21,398	\$106,110		\$137,673	\$1,989,526	

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C. No. Ext): 510-272-1400 FAX (A/C. No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
License#: 6003745 DOKKEENGI	INSURER A : XL Specialty Insurance Company INSURER B : Trumbull Insurance Company INSURER C : Sentinel Insurance Company INSURER D : INSURER E : INSURER F :
INSURED Dokken Engineering, Inc. 110 Blue Ravine Rd., Suite 200 Folsom CA 95630	NAIC # 37885 27120 11000

COVERAGES **CERTIFICATE NUMBER:** 695423833 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	84SBWBI4800	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	84UEGBD3407	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	84SBWBI4800	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	84WEGAU5C27	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			DPR5022007	12/31/2023	12/31/2024	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella is follow-form to Underlying: General Liability/Auto Liability/Employer's Liability.
 RE: All Operations of the Named Insured.

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as additional insured as required by written contract with respect to General Liability and Auto Liability. 30 Days' Notice of Cancellation to certificate holder, 10 days for non-payment of premium applies.

CERTIFICATE HOLDER **CANCELLATION 30 Day Notice of Cancellation**

City of Beaumont 550 E. 6th Street Beaumont, CA 92223	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 <i>Angela Borg</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (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.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (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.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

→ **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "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:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

→ **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

 **5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

→ **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

→ **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 84WEGAU5C27

Endorsement Number:

Effective Date: 12/31/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dokken Engineering, Inc.
110 Blue Ravine Rd., Suite 200
Folsom, CA 95630

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Angela Borg

Countersigned by _____
Authorized Representative