

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16 day of February, 2020, 2021 by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 ("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 Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019); and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

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 two (2) years 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 Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) per Exhibit "A" and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Khalil Saba as CONTRACTOR'S professional 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 four hundred forty-two thousand two hundred fourteen dollars (\$442,214).

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 (15<sup>th</sup>) 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 pursuant to this agreement, 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 other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the

Services under this Agreement.

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.

Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

6.04 Optional Insurance Coverage. Choose and check one: Required  X  /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, and endorsements, .

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 canceled by either party 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 , to the extent caused by the negligent performance of work under 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 to the extent caused by the CONTRACTOR's negligent performance of services under 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. Subject to California Civil Code Section 2782.8, the provisions of the Section regarding CONTRACTOR's duty to defend and indemnify shall be limited to apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR

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.

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. Material developed by CONTRACTOR pursuant to this Agreement, shall not be modified or used for purposes other than those for which they were provided as part of the Project without CONTRACTOR's prior written consent. CONTRACTOR shall have no liability with respect to any unauthorized reuse, transfer, or modification of CONTRACTOR's data or documents by the CITY or any person or entity that obtains the data or documents from or through the 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.

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: \_\_\_\_\_

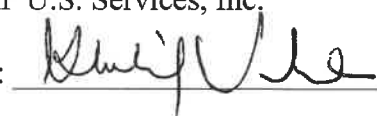


Mike Lara, Mayor

**CONTRACTOR:**

EXP U.S. Services, Inc.

By: \_\_\_\_\_



Print Name: Khalil Saba

Title: Vice President

**EXHIBIT "A"**

**PROPOSAL**

**(insert behind this page)**



November 5, 2020

**City of Beaumont**

**Attn:** Jeff Hart, Public Works Director / City Engineer  
Public Works Department  
550 E. 6th Street  
Beaumont, CA 92223

**RE: Request for Proposal for Professional Engineering Services for Beaumont Master Drainage Plan Line 2, Stage 1 - Updated Scope of Services and Fee**

Dear Mr. Hart,

Per your letter request dated October 27, 2020, EXP U.S. Services is pleased to submit our Revised Scope of Work and Fees. We understand that Riverside County Flood Control and Water Conservation District (RCFC & WCD) will be performing an analysis for the deficient downstream facilities and the 1982 Hydrology Study will be used to design Line 2, Stage 1.

We look forward to working with the City and should you have any questions regarding this scope of work and fees, please contact Portia Gonzalez, P.E., Project Manager at 949.257.5340 or by e-mail [portia.gonzalez@exp.com](mailto:portia.gonzalez@exp.com).

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Khalil Saba".

**Khalil Saba, PE**

Vice President, Transportation Sector, Southern California  
t: 909.751.3253 | m: 909.228.2821 | e: [khalil.saba@exp.com](mailto:khalil.saba@exp.com)

EXP

451 E. Vanderbilt Way, Suite 375 | San Bernardino, CA 92408  
t: 909.239.6249 | [exp.com](http://exp.com)

## Revised Scope of Work

Together with the City at the kick-off meeting upon NTP, the EXP team will review our 12-month schedule and create a baseline schedule for your approval. Portia will update the schedule bi-weekly to apprise the City of Beaumont of the work progress.

EXP will begin with topographical mapping, utility research, right of way mapping, and permit identification. Resource allocation is the roadmap for the design and oversight teams to work together delivering the project. For our 12-month environmental and design schedule, the following scope of work defined in the RFP and our deep understand of the project are discussed in detail below.

## Detailed Workplan of Specific Work Task

### TASK 1 | PROJECT MANAGEMENT

**1.1 Meetings:** A project kickoff meeting will be conducted to confirm the Scope of Services and design parameters. PDT meetings will be conducted monthly or as necessary throughout the duration of the project to track the overall project and facilitate the flow of information between the City, EXP, and all other stakeholders. Additional as-needed meetings will be held to address specific concerns. Agendas and meeting minutes will be generated for each meeting. (10 meetings assumed).

**1.2 Coordination + Progress Reporting:** EXP will provide coordination with City staff as well as other stakeholders as required. These may include RCFC, UPRR, Cherry Valley Water District, adjacent property owners or management companies. EXP will supervise, coordinate, monitor and review the project for conformance with standards, policies, and procedures. Monthly progress reports will also be provided to document the progress on the project. The EXP team will conduct a field review of the project site.

#### Deliverables:

- Project Schedule
- Monthly Project Status Reports
- Meeting Minutes
- PMP

### TASK 2 | TOPOGRAPHIC SURVEY + BOUNDARY CONTROL

**2.1 Control Surveys:** Existing monuments will be utilized where available and durable monuments will be set as required where no suitable monuments exist. Should additional survey control be required to be set, horizontal and vertical control will be established from said existing survey control.

**2.2 Photogrammetric Mapping:** No additional aerial mapping will be obtained. Only existing mapping will be utilized and supplemented with ground surveys for areas of this project not covered by existing mapping.

**2.3 Topographic Survey:** Topographic field surveys will be performed to collect verification surveys within the project limits as identified by the design engineer. Supplemental surveys will be used to collect areas which are found to be different during our field review and to collect information at critical tie-in points, surface visible utilities and other features obscured by vegetation or shadows in the aerial mapping which fall within the survey limits. The topographic survey data will be processed and plotted at a scale comparable to the existing mapping files.

**2.4 Utility Mapping:** Field surveys will be performed to support the utility potholing effort. Once the potholes are completed, survey crews will obtain the location of the potholes and incorporate this information with the topographic survey.

**2.5 Right of Way Base Map:** Office staff will review existing base map provided by the city and verify the right of way and centerline data shown on said existing plans. Research will be conducted with the County of Riverside for maps and documents relating to the flood control right of way and street right of way. It is not anticipated that any field work will be needed for this task so no time has been included. Should there be a need for additional services beyond a review verification, these additional services will require additional fees outside this scope and fee.

**Deliverables:**

- Topographical Mapping
- Aerial Photography
- Base Mapping with Utilities
- Right-of-Way and Control Points

### TASK 3 | UTILITIES RESEARCH

Epic will act as the primary point of contact between the utility owners and project team identified on the utility plans. The scope of work will include:

**3.1 Utility As-Builts:** They will collect utility as-builts, actively participate in PDT/utility focus meetings, prepare the introductory request for as-built notices to twelve (12) utility owners and also, prepare and issue utility verification notices to make sure the facilities are accurately plotted on the project utility plans.

**3.2 Reviews and Verification:** Coordinate and perform up to ten (10) potholes, as well as provide a fee for each additional requested. A review and verification with the design team which facilities are considered in conflict will also be completed. They will coordinate and plan a meeting amongst the utility owner, design team and the City as needed to discuss the project design, relocation alternatives, and a plan to resolve the conflict (Est. four (4) meetings including field meetings) and provide a final close-out file to the City.

**Deliverables:**

- Three (3) copies and one (1) digital copy of the Pothole Location Exhibit.

### TASK 4 | REGULATORY COMPLIANCE

**4.1 Biological Resources Technical Report and Focused Surveys:** A detailed literature and database review will be conducted to identify special-status species known or reported from the project area, as well as applicable Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) area policies. Following the literature review, ICF will perform field surveys and prepare a Biological Technical Report (BTR) analyzing potential impacts to biological resources and MSHCP consistency for this task. The site is within a burrowing owl survey area, and a four-visit focused survey will be performed within all suitable habitat between March 15 and August 31 in the project's limits of disturbance (LOD) and a 500-foot buffer.

**4.2 Noise Technical Memorandum:** ICF will conduct a noise analysis of construction impacts related to the Project, which would consist of 5,000 feet of reinforced concrete pipe being placed underground. Along with the residences identified toward the southern section of the alignment, ICF will identify any other noise-sensitive land uses located in the general vicinity of the Project that could be impacted by noise and vibration during construction. Based on the nature of the project, operational noise would generally be negligible. Therefore, it is assumed that operational noise will be address qualitatively. The City of Beaumont generally exempts construction, except for interior levels that could exceed the City's municipal code at residences.

**4.3 Cultural Resources Assessment:** Historic maps and photographs will also be reviewed, if available. Due to the COVID-19 pandemic, the SCCIC is closed to outside researchers; therefore, records search results are

expected to be delayed. According to SCCIC, a duration of at least 13 weeks should be expected from the time the record search is submitted to the time that the record search information is received. The scope of work will include:

- Pre-field Coordination
- Pedestrian Survey

## Paleontological Resources

**4.4 Air Quality and Greenhouse Gas Technical Memorandum:** The Air Quality Impact Analysis will be prepared to meet County and South Coast Air Quality Management District (SCAQMD) CEQA requirements. Impact analyses will be prepared consistent with the analytical methodology, technical requirements, and significance criteria outlined by the SCAQMD in their CEQA Air Quality Analysis Handbook (as updated per the SCAQMD website).

**4.5 CEQA Categorical Exemption:** ICF will prepare a CEQA Notice of Exemption (NOE) for approval by the City and filing by ICF. ICF assumes that the noise, biological resources, air quality, and cultural resources technical studies and memos that are prepared will support the NOE. Only the NOE is assumed; no separate report or document.

### Deliverables:

- Technical Reports + Memoranda
- Three (3) copies and one (1) digital copy of applications permits and correspondence

## TASK 5 | GEOTECHNICAL INVESTIGATION

Geocon will prepare an encroachment permit application for the City of Beaumont and Caltrans to perform borings and subsequent patching within the roadways.

**5.1 Geotechnical Borings:** Geotechnical borings will be excavated along the proposed storm drain alignment. We have budgeted two days of drilling to excavate ten borings. We will measure the pavement and base thicknesses, log the geotechnical borings based on USCS criteria, and collect soil samples for laboratory testing. The borings will be backfilled with soil cuttings and temporarily patched with cold patch asphalt. The scope of work will include:

**5.2 Laboratory Testing:** Perform laboratory testing, which is anticipated to include maximum density/optimum moisture, in-situ density and moisture, direct shear, corrosion screening, and R-value testing. The final laboratory program will be based on conditions encountered during drilling.

**5.3 Geotechnical Report:** Prepare a geotechnical report for the proposed improvements. The report will include geotechnical recommendations for design and construction of the storm drain line, including temporary excavations, utility backfill, pavement restoration, temporary shoring pressures, boring logs, boring location map, results of laboratory testing, and identification of geologic hazards which could impact the proposed improvements.

**OPTIONAL - Pump Testing** will be performed if groundwater is encountered within the borings. We will collect water samples during drilling and run environmental laboratory tests to determine the chemical properties of the water so a disposal plan can be made. The cost of disposing of the water will depend on the chemicals within the groundwater.

### Deliverables:

- Three (3) copies and (1) digital copy of the draft
- Final Geotechnical Report
- Task 6 | Preliminary Design (30% + 60% Submittals)

The Preliminary Design will be based on the hydrology and hydraulic study and will include catchbasin locations, pipe alignment and profiles.

## 6a. 30% Submittal

**6a.1 Hydrology and Hydraulic Study:** EXP will utilize the Riverside County Flood Control District 1983 Hydrology Study design flows for Line 2 and develop a hydraulic model using WSPG to establish the Water Surface Profile/Hydraulic Grade Line.

The 10-year and 100-year flow rates will be calculated for all catchbasins and off-site areas. The RCFC & WCD Hydrology Manual and Rational Method will be used to calculate peak flows for all catchment points. Flowmaster will be used to size the catchbasins and calculate flow spread.

**6a.2 Hydrology + Hydraulics Report:** The report will include a narrative, Rational Method Hydrology results and summary table, WSPG calculations, and catchbasin hydraulics results and summary table. A Drainage Area Map will be included that will include information such as catchment points and respective peak flow rates, tributary areas, times of concentrations and flow lengths.

**6a.3 30% Storm Drain + Plan Profile:** With the base mapping completed, the preliminary storm drain plan and profile will show the Line 2 – Stage 1 trunk line, utilities, right of way, TCE's, lateral connections and stubouts for future connections, manholes, junction structures, transition structures, catchbasins and lengths, local depressions, outlet points, and other catchment point locations will be shown. Typical sections will also be shown for this submittal. The plans will be prepared using a 1":20' scale and profile will be prepared using 1":5'. Annotations will be added to show invert elevations, slopes, hydraulic information, pipe sizes, roadway stationing, pipe off-set distances.

### Deliverables:

- Hydrology + Hydraulics Report
- Preliminary Storm Drain Plans + Profiles
- QA/QC Certification

**6b. 60% Submittal:** The 60% submittal will incorporate comments that are agreed upon from the 30% submittal. Pothole information will define the final alignment and profiles. The Plans and Drainage Reports will be updated from the 30% submittal and also include Drainage Structure Details; Roadway Improvement Plans; Utility Relocation Plans; Traffic Control Plan; and Engineer's Estimate.

### Deliverables:

- Three (3) copies and one (1) digital copy of all deliverables
- Updated Hydrology + Hydraulics Report
- Updated Storm Drain Plans + Profiles
- Structural Details
- Traffic Control Plans
- Utility Relocation Plans
- Specifications + Special Provisions
- Engineer's Estimate
- QA/QC Certification

## TASK 7 | FINAL DESIGN (90% + 100% SUBMITTALS)

Following the incorporation of the City's and RCFC & WCD comments on the 60% level plans and draft bid package. EXP will submit final PS&E documents to the City for review and approval.

**7a. 90% Submittal Package:** The following will be provided in the 90% submittal package.

1. Title Sheet: RCFC Title Sheet
2. Storm Drain Plans and Profiles
3. Connector Pipe Profiles:
4. Structural Details
5. Utility Relocation Plans:
6. RCP Bedding and Paylines
7. Street Improvement Plans
8. Traffic Control Plans
9. SWPPP
10. Specifications and Special Provisions
11. Engineers Estimate

**7b. 100% Submittal Package:** The 100% submittal package will be finalized to include all comments/resolutions received from the City, RCFC + WCD, UPRR, Caltrans, utility owners and other stakeholders. The technical specifications and special provisions and engineers estimate will be finalized for City approval.

**Deliverables:**

- Three (3) copies and one (1) digital copy of all deliverables
- Final Hydrology + Hydraulics Report
- 90% + 100% PS&E;
- QA/QC Certification



**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS A**

**(insert behind this page)**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/2021
---------------------------------

**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).**

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td><b>INSURER B:</b> Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td><b>INSURER C:</b> AIG Insurance Company of Canada</td> <td>B1206</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> XL Insurance America Inc	24554	<b>INSURER B:</b> Continental Casualty Company	20443	<b>INSURER C:</b> AIG Insurance Company of Canada	B1206	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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**COVERAGES      CERTIFICATE NUMBER: W19943729      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																
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y	Y	US00057823LI20A	04/30/2020	03/31/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 25,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>OTHER</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	OTHER	\$
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B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6076413496	03/31/2020	03/31/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	OTHER	\$						
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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6072004033	03/31/2020	03/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000										
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																						
C	<b>Professional Liability</b>			061127095	03/31/2020	03/31/2021	Per Claim/Aggregate \$3,000,000																

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019)

CITY, its officials, employees and agents are included as Additional Insureds as respects to General Liability.  
 General Liability and Auto Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

**CERTIFICATE HOLDER**

**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

*[Signature]*

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP US Services, Inc. 205 N. Michigan Ave. Chicago, IL 60601	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.