

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
(IDC CONSULTING ENGINEERS, INC.)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19th day of June, 2018, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and IDC Consulting Engineers, Inc., a California corporation, whose address is 300 S. Harbor Boulevard, Suite 710, Anaheim, CA 92805 (“CONTRACTOR”).

RECITALS

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

- A. On July 18, 2017, City Council authorized a Request for Proposals (“RFP”) for the Pennsylvania Avenue Grade Separation Project, a copy of which is attached hereto as Exhibit “A”.
- B. In response to the RFP, CONTRACTOR made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “B”; and
- C. CITY desires to engage CONTRACTOR to provide Engineering Design Services for the Pennsylvania Avenue Grade Separation Project; and
- D. 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 from the date of this Agreement 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: Engineering Design Services Per Exhibit ‘A’ and Exhibit “B” for the Pennsylvania Avenue Grade Separation Project. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal for phase 1 and phase 2. CONTRACTOR designates Wendy Li 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 Six hundred seventeen thousand and five hundred eighty four dollars (\$617,584) for satisfactory completion of Phases I and II as provided in the RFP and Proposal. In addition and subject to the advanced written consent of the City Council, which may be given or not given as determined by the City Council in its sole and absolute discretion, an additional one million thirty nine thousand, three hundred sixty nine dollars (\$1,039,369) for the satisfactory completion of Phases III and IV as provided in the RFP and Proposal for a possible grand total of one million six hundred fifty six thousand, nine hundred fifty three dollars (1,656,953).

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 Council, 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 the RFP, 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. 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. 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.

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.

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

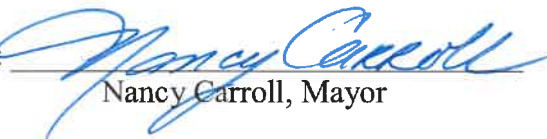
of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

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.

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: 
Nancy Carroll, Mayor

CONTRACTOR:

IDC Consulting Engineers, Inc

By: 

Print Name: WENDY LI

Title: PRINCIPAL

EXHIBIT "A"

REQUEST FOR PROPOSALS



CITY OF BEAUMONT

550 E. Sixth Street, Beaumont, CA 92223
Phone: (951) 769-8518 Fax: (951) 769-8526

REQUEST FOR PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES PENNSYLVANIA AVENUE GRADE SEPARATION

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT

Amer Jakher, Public Works Director/City Engineer
550 E. 6th Street - Beaumont, California 92223

(951) 769-8520

E-mail address: ajakher@ci.beaumont.ca.us

Proposals Due By:
2:00 pm
Wednesday, August 16, 2017

RFP Available online at:
<http://www.beaumontcares.com>

**CITY OF BEAUMONT
REQUEST FOR PROPOSAL
PROFESSIONAL ENGINEERING SERVICES
PENNSYLVANIA AVENUE GRADE SEPARATION**

1. INTRODUCTION

The City of Beaumont (“City”) requests written responses to a Request for Proposal (RFP) for selection of a qualified firm (“Consultant”) to provide Professional Engineering Services for the Pennsylvania Avenue Grade Separation.

The Consultant will be expected to provide engineered plans, specifications, and an estimate of probable construction costs for the Pennsylvania Avenue Grade Separation. There are currently no federal funds involved with this project. Consultant firms/teams will perform full management and engineering services required for Geometric Approval/Project Maps, Preliminary Engineering, Final Design, as well as Construction Bidding/Engineering Support.

2. THE CITY OF BEAUMONT

The City was incorporated in November, 1912. The City is located in the eastern most portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by 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 boundary is approximately 26 square miles.

3. PURPOSE

The purpose of this RFP is to acquire a Consulting firm for the Union Pacific Railroad (UPRR) and Pennsylvania Avenue Grade Separation. The project will lower Pennsylvania Avenue under the existing UPRR track.

At this time the City is expecting to award a contract to the selected Consultant for Phases 1, 2 & 3 only.

4. SCOPE OF SERVICES

The City has described the proposed Scope of Services in Attachment A. This proposed scope is for demonstration purposes and is not considered final or all encompassing. The City expects interested Consultants to provide a detailed Scope of Work accurately describing the project development in their proposal as described in Section 7. PROPOSAL REQUIREMENTS outlined below.

There will be a Pre-Proposal Mandatory meeting held on August 2, 2017, in Conference Room # 3 at 10:00am

5. ADDITIONAL CONSULTANT RESPONSIBILITIES

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Attachment C).

6. TERM

The initial term of the agreement shall be 1 year, and may be extended at the discretion of the City.

7. PROPOSAL REQUIREMENTS

The proposal shall clearly address all of 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. In addition, the Financial Adviser shall provide a statement of the most relevant previous financings.
- 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.** Project Schedule: Provide a comprehensive Critical Path Method (CPM) schedule describing the nature and estimated time line of proposed work objectives and milestones.
- K.** 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.
- L.** Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- M.** 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.

8. 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 2:00pm, Wednesday, August 16, 2017. Postmarks and faxes are not acceptable. Proposal must be titled "RFP Professional Engineering Services – Pennsylvania Avenue Grade Separation." All proposals and questions regarding this RFP shall be directed in writing to:

Chase Keys
Public Works Department
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
ckey@ci.beaumont.ca.us

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 preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS FRIDAY, AUGUST 4, 2017, AT 12:00pm.**

All questions and answers will be posted on the City’s website under “Doing Business” – “Bids and RFPs” within one week of the question due date.

9. 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 record 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.

10. AMENDMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

11. 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.

12. 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.

13. 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:

- | | |
|--|-----------------------|
| 1. Understanding the scope of services | Available Points = 10 |
| 2. Demonstrated professional skill and credentials | Available Points = 15 |
| 3. Related Experience | Available Points = 20 |
| 4. Approach to performing this type of service | Available Points = 20 |

- 5. Familiarity with City, County and UPRR procedures Available Points = 15
 - 6. Proposed Fee Available Points = 20
- Total Points Available = 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 reserves the right to reject any and all proposals.

Attachments

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

Attachment “A”

Scope of Services

A. Phase 1 – Geometric Approval/Project Maps

1. **Geometric Layouts:** This initial phase includes the preparation of up to three geometric layouts of the proposed grade separation. City staff will review and select one of the alternatives.
2. **Right-of-Way Requirements Map:** Consultant shall be responsible to prepare a map of all right-of-way takes necessary for construction of the project. Consultant will be responsible to coordinate with the City’s Right-of-Way Consultant for the duration of the project.
3. **Area of Potential Impacts:** Consultant shall be responsible to prepare a map identifying the area of potential impacts. Consultant will be responsible to coordinate with the City’s Environmental Consultant for the duration of the project.

B. Phase 2— Preliminary Engineering Services (35% Submittal)

Upon selection and approval of a geometric layout, authorization to proceed with the preparation of preliminary plans will be given.

1. **Coordination:** Conduct periodic coordination meetings with the City and UPRR staff and representatives of other affected agencies and utilities to review the progress of work, to obtain additional input and directions, and to ensure that the City and UPRR’s desires are being met. It is anticipated that monthly meetings will be required. Attend meetings with City and UPRR staff as necessary during the preliminary design to coordinate and review the work, obtain additional input and directions and coordinate the processing of plans and specifications.

The City is currently working with a consultant(s) to prepare plans for the widening of Pennsylvania Ave as well as Interchange Improvements at the I-10 Freeway. Consultant shall be responsible to coordinate with the City’s other consultant for the duration of the project.

2. **Research:** Complete research and data gathering. Meet with representatives of utility companies and research, obtain and review available maps and plans of major utilities and proposed utilities within the project area.
3. **Design Survey:** Complete aerial photography and ground surveys as needed to complete the Preliminary Engineering Services.
4. **Geotechnical Report:** Complete the geotechnical investigations, and the Material and Structural Foundation Reports.

5. Base Map: Develop base plan and profile mylars from aerial typography. Base mylars will be at a scale of 1"=40' horizontal and 1"=4' vertical.
6. Bridge Type Selection Report: Analyze possible bridge types for the UPRR tracks including initial construction costs and long term maintenance costs. Prepare bridge type selection report.
7. Structures: Coordinate review and approval of the preliminary bridge type, appearance, and details with the City and UPRR. Identify design features and positions of retaining walls. Prepare all submittals required by UPRR. Submit railroad bridge plans to UPRR for review and approval.
8. Roadway: Prepare preliminary plans and specifications outline for highway designs of Pennsylvania Avenue, including removals, grading, cross sections, staging, median island improvements, if any, and drainage facilities including identifying need for pumping facilities, if required.
9. Electrical: Determine electrical service point capabilities and locations for all required electrical services. Prepare street lighting plans and coordinate with Southern California Edison for street lighting design.
10. Utilities: Identify utilities that require relocation, both temporary and permanent. Meet with utility companies to determine their design and relocation requirements. Sewers are owned by the City. The design of sewer facilities relocations shall be included within the scope of services to be provided. Existing drainage facilities are owned by either the City or Riverside County Flood Control District. The design of storm drain facilities relocations shall be included within the scope of services to be provided. Water lines are owned by Beaumont-Cherry Valley Water District. The design of water facilities relocations shall be included within the scope of services to be provided. Accurately identify all existing utilities on the roadway plans. Identify any existing facilities to be removed or abandoned in place.
11. Cost Estimate: Prepare preliminary quantity estimates for the project based on preliminary plans and proposed bid items. Prepare a preliminary project cost estimate (segregating roadway items and structure items) based on current unit prices and the above quantity estimates.

Deliverables: Submit to the City one set of preliminary plans in a .pdf format, five sets of half scale 11x17 plans, five sets of quantity take offs and cost estimate in an Excel format, one set of specifications (outline) in Word format, one set of all survey notes (.pdf format acceptable) and five hardcopies of all printed data and reports.

C. Phase 3 – Final Design Services (65%, 100%, and Final Submittal)

Upon written approval of preliminary plans by the City and UPRR, authorization to proceed with final design and plan preparation will be given. The Engineer shall prepare complete plans,

specifications and bid documents for construction of project improvements including the following. Plans, specifications, cost estimates, and all relevant backup and support data are required at 65%, 100%, and final stages.

1. **Coordination:** Conduct periodic coordination meetings with the City and UPRR staff and representatives of other affected agencies and utilities to review the progress of work, to obtain additional input and directions, and to ensure that the City and UPRR's desires are being met. It is anticipated that monthly meetings will be required. Attend meetings with City and UPRR staff as necessary during the final design to coordinate and review the work, obtain additional input and directions and coordinate the processing of plans and specifications.

The City is currently working with a consultant(s) to prepare plans for the widening of Pennsylvania Ave as well as Interchange Improvements at the I-10 Freeway. Consultant shall be responsible to coordinate with the City's other consultant for the duration of the project.

2. **Roadway:** Complete roadway and grade separation plans and profiles, including cross-sections, grading, staging, median island improvements (if any), and drainage facilities.
3. **Structures:** Complete plans for bridge, foundations, retaining walls, and all other structures for which the need is identified in Phase 2.
4. **Traffic:** Complete striping and signage plans for all streets within the project limits.
5. **Streetlights:** Complete street lighting plan and coordination with Southern California Edison (SCE) for SCE-owned lighting.
6. **Utilities:** Complete design of all temporary and permanent utility relocation plans. Confer and coordinate with each utility owner in the preparation of its plans for new or relocated facilities. Coordinate with utility companies on all utility work.
7. **Landscaping:** Develop and complete landscaping and irrigation plans for all graded areas within project limits except within railroad right of way.
8. **Staging:** Complete construction staging plan, traffic detour plans, temporary signalization (if needed), lane/street closure plan, and temporary traffic signal timing modifications recommendations (if needed).
9. **Erosion and Sediment Control Plans:** Develop erosion and sediment control plans in accordance County general permit.
10. **Special Provisions/Standard Specifications:** The Caltrans Standard Specifications shall be used for this project. Special provisions shall follow the Caltrans format.

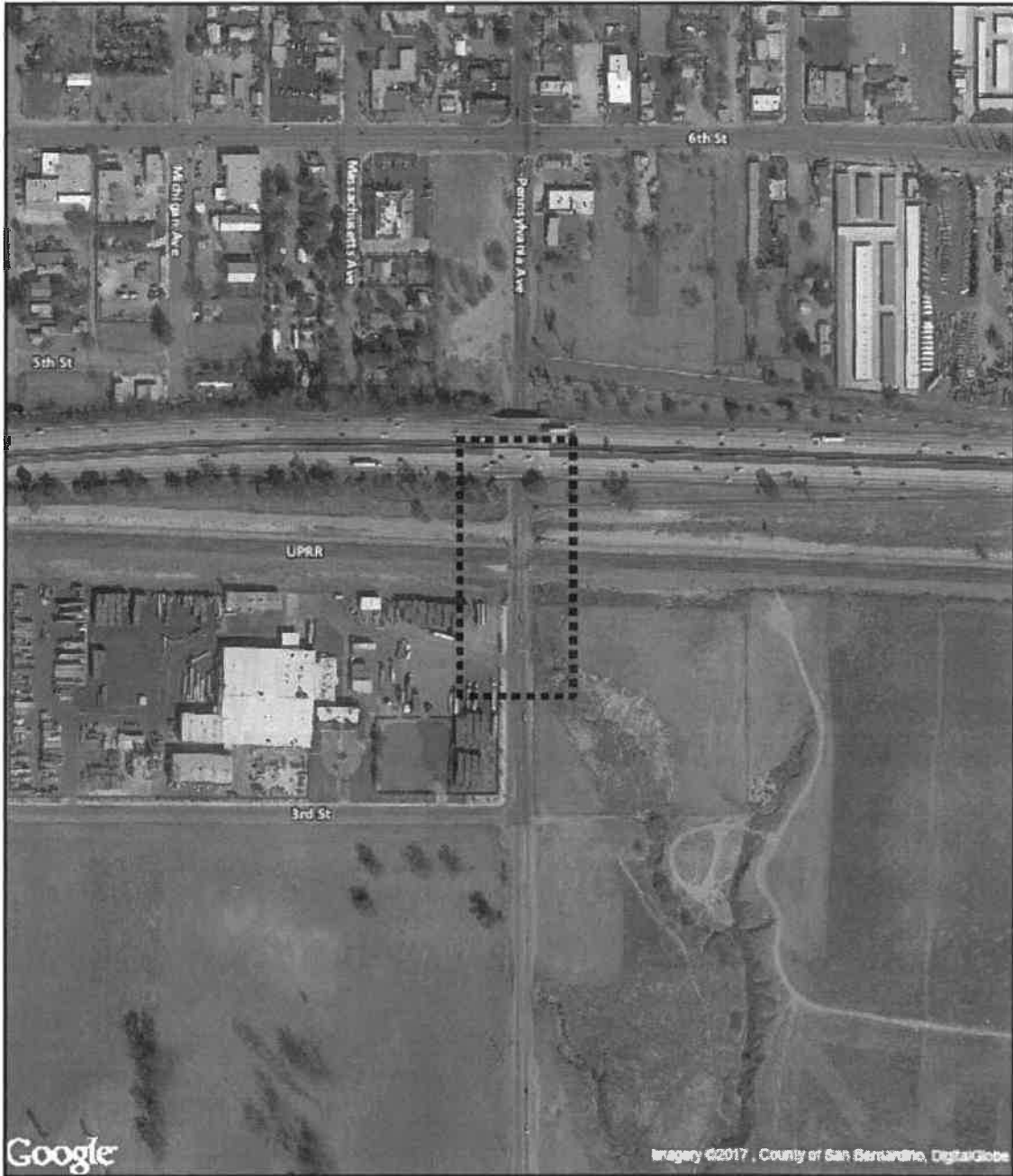
11. **Cost Estimate:** Prepare quantity estimates for the project based on plans and proposed bid items. Prepare a project cost estimate based on current unit prices, the above quantity estimates by segregating roadway items and structure items. Submit calculations supporting quantity takeoffs and cost estimates.

Deliverables: Consultant shall furnish one set of signed mylar construction drawings (final submittal only), five sets of 65% and 100% plans, one set of unbound photo ready bid documents including half scale drawings (final submittal only), five sets of 65% and 100% bid documents, five sets of all final reports, and CD(s) containing all relevant project data (.pdf and .dwg formats for plans, .pdf for reports, Excel for quantity takeoffs and cost estimates, and Word for bid documents).

D. Phase 4 — Construction Bidding/Construction Engineering Support:

1. **Bid Assistance:** Assist the City with the Bid Phase in interpretation of the drawings or specifications during the bidding period and preparation of addenda if required. The Engineer will review bids and prepare a tabulation of the bids if so requested by City.
2. **Construction Engineering Support:** Engineer shall attend the pre- construction meeting, visit the job site on a monthly basis and as needed to review construction to resolve any discrepancies in contract documents, and prepare any drawings necessary to clarify items of work or to support Contract Change Orders (CCOs).
3. **Record Drawings:** Upon and within two months of completion of construction, prepare record drawings of what was actually built.

Attachment "B" Project Location Map



<p>LOCATION MAP BEAUMONT, CA 550 E. 6TH STREET BEAUMONT, CA 92223</p>	 <p>June, 2017</p>	<p>PENNSYLVANIA AVENUE GRADE SEPARATION</p>
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HR/3 PLOT: 12:21:19 PM 6/26/2017 BT: chrys FILE: J:\2017\17002781\Pennsylvania Grade Sep\BISM\DOC\ex-062617-Location_Map.mxd

Attachment "C"

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ____ day of ____, 2017, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and _____ whose address is _____ ("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 _____; 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. Not with standing anything in this Agreement, this Agreement shall automatically terminate after one (1) year 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: Aeration Basins Cleaning and Maintenance services and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ 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 CITY agrees to pay CONTRACTOR the amount as set forth in the Proposal. 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 Section 4, total fees and charges paid by CITY under this Agreement shall not exceed amount to be determined as needed without approval by the City Council of CITY.

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 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. 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. 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.

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.

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.

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:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
Alfred Lloyd White, Mayor

By: _____

Print Name: _____

Title: _____

DRAFT

EXHIBIT "A"

PROPOSAL

DRAFT

EXHIBIT "B"
PROPOSAL



Scope of Services & Deliverables

The ultimate objective is to develop grade crossing designs that improve safety and operational mobility in an efficient and cost effective manner. Wherever possible, our team will accelerate the project, reduce planning and construction costs, and shorten project timelines *while not jeopardizing the project deliverables or overall outcomes*. **The IDC Team will perform all services required to deliver engineering approval documents for Phase 1, 2 and 3 as specified in the RFP.** Likewise, we fully understand the City's desire to deliver this project using an innovative project management approach: separating out the environmental clearance work as well as the right of way clearance work from this Phase 1-3 contract. We will work closely with both the City and UPRR to select the best-fit alignment to better serve the project's objectives while complying with stakeholder requirements. And if the City later decided to add Phase 4 to this scope of work, the IDC Team is committed and qualified to provide the City Phase 4 services for the advertisement period and during construction. Our team has a demonstrated commitment to quality client services, including but not limited to responsiveness, the ability and willingness to accommodate the City as needed, including scope of service changes.

Beyond this, our team has identified one scope of services amendment for the City's consideration: having both Pennsylvania and California crossings within less than a mile apart, with Beaumont Avenue overpass in between, our team is considering a win-win design alternative that could provide significant cost savings to both grade separation projects if they are combined together. This could also significantly minimize the impacts to UPRR rail operations, rail coordination to achieve approval documents, as well as railroad construction costs. We know that the controlling factors (for the design and construction of a new railroad bridge underpass and the associated shoofly track work) are the proposed permanent track profile and the physical constraints to maintain required horizontal and vertical clearances.

Importantly, our goal is to provide the City with a "shelf ready" project enabling the City to go after funding opportunities that will likely be made available in 2 to 3 years. Our funding expert, Wendy Li, will work closely with the City to plan ahead to ensure all available funding is taken advantage of.

PHASE 1 – Engineering Concept Approval (Geometric Approval/ Project Maps)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget.
2. **Data Gathering:** Gather existing relevant engineering documents, including I-10 Pennsylvania Interchange as-built plans, geotechnical information, roadway improvement plans, and recent completed project information that are part of public records to facilitate streamline design.
3. **Develop High Level Project Concept:** Working with the environmental team and right of way team, based on the initial data gathering, the IDC Team will provide a high level project concept to present to the City. The concept will likely be similar to the concept presented in this proposal with updated revisions based on the City's feedback.
4. **Field Review and Project Scope Development:** Upon the forming of the PDT, with the updated project concept, we will meet with Caltrans and UPRR in the field to discuss project impacts to the I-10 and UPRR tracks as well as gather information about their future plans for the affected facilities.
5. **UPRR Coordination and Shoofly Design:** Planning level coordination effort is critical to obtain UPRR's buy-in regarding proposed bridge type, preliminary shoofly track design proposal.
6. **Survey and Base Map:** Perform field surveys and develop base map for design use. Work includes horizontal and vertical control, photogrammetry mapping and DTM.



7. **Preliminary Drainage Report:** Lowering Pennsylvania Avenue and widening of the street will change the existing street drainage pattern. Preliminary hydrologic and hydraulic analysis will be prepared for the proposed drainage system.
8. **Preliminary Geotechnical Report and Foundation Report:** Preliminary Geotechnical Report will be prepared to document on-site subsurface geo condition. Roadway pavement section as well as foundation recommendations for bridges and retaining walls will be included in the Foundation Report.
9. **Advance Planning Study (APS):** An Advance Planning Study for the grade separation structure will be provided along with any special walls that might be needed for the project. The APS will provide bridge concept and cost estimate.
10. **Engineering documents for project impacts to the I-10/ Pennsylvania Interchange:** We will work closely with the City's I-10/ Pennsylvania Interchange team for the inclusion of project impacts.
11. **Preliminary Right of Way requirement:** A preliminary right of way requirement map will be prepared to demonstrate right of way impact as well as to establish program level estimate.

PHASE 2 – Preliminary Engineering Services (35% Submittal)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget.
2. **Prepare 35% Roadway Plans:** Roadway plans that include horizontal control plans, layouts, typical sections, profiles, drainage plans, grading plans, temporary erosion control plan, utility plans, stage construction, signing and striping plan, retaining walls, street lighting, electrical plans (if needed), landscaping plans, traffic signal plan and bridge plans.
3. **Design Drainage Report:** Perform final drainage analysis to determine drainage system for the project. Finalize drainage report based on the latest roadway and bridge design. Prepare drainage plan with system layout, sizing, and possible pump station design if needed.
4. **Foundation Report:** Update preliminary foundation report based on the result of borings. Proposed bridge foundation and retaining foundations will be included in the report.
5. **Bridge Design and Bridge Type Selection Report:** Bridge design will be performed using AREMA, UPRR and Caltrans design guidelines and standards. Two bridge alternatives will be prepared for consideration. General Plan and Foundation Plan, as well as planning level cost estimate, will be prepared for the Type Selection Report.
6. **Railroad Shoofly Plans:** A shoofly design will be prepared to set alignments after UPRR's concurrence of the preliminary shoofly conceptual design. For the purpose of this proposal, we assume the geometrics of UPRR tracks will remain unchanged. We will support the City to ensure a win-win project for the City and UPRR. **We have already completed conceptual alignment alternatives and they are included in this proposal; our team can to hit the ground running. Please see page 10.**

PHASE 3 – Final Design Services (65%, 100%, and Final Submittal)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget.
2. **Project Approvals:** In order to proceed with final design, the following approvals are required:
 - ◇ UPRR approvals: bridge type selection, shoofly and track design and geometrics
 - ◇ Caltrans approvals: 35% plan set for project within Caltrans right of way
 - ◇ Riverside County Flood Control District: Design Drainage Report



PS&E Final Design Submittals:

- Title Sheet
- Alignment Control and Notes
- Typical Sections
- Roadway Removals
- Roadway Layouts
- Roadway Profiles
- Construction Details
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Temporary Water Pollution Control
- Contour Grading
- Construction Area Signs
- Stage Construction and Traffic Control
- Stage Construction Profile
- Signing and Striping
- Signaling and Striping Details
- Traffic Signal Plan
- Temporary Traffic Signal
- Temporary Traffic Signal Details
- Electrical Plans
- Temporary Electrical Plans
- Utility Plans
- Landscape Plans and Details
- Irrigation Plans
- Planting Plans
- Retaining Wall Plans
- Retaining Wall Details
- Bridge Plans
- 100% Engineering Estimate
- Specifications
- Structural Independent Check Calculations per Caltrans guidelines

PHASE 4 – Construction Bidding/ Construction Engineering Support

If the City determines that there is a need to include this phase work in the Phases 1-3 contract, the IDC Team is committed to providing the City after design support services during the advertisement period and during construction.

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget.
2. **Design Support**
 - ◇ Perform timely response to all bidding inquires (bid assistance)
 - ◇ Prepare addendum if required (bid assistance)
 - ◇ Work closely with the Construction Management Team during construction to provide design clarifications as well perform design in addressing Contract Change Orders (construction engineering support)
 - ◇ Attend meetings as required by the City, including preconstruction meeting, and on as needed basis (construction engineering support)
 - ◇ Prepare as-built plans as required to clarify design (construction engineering support)

Not awarded at this time



**Pennsylvania Avenue Grade Separation - City of Beaumont
COST PROPOSAL - PHASE 1 AND 2 ONLY**

Contract No. :

Firm: TRC Solutions

Bridge # _____ TASK DESCRIPTION: _____ DATE: 2/5/2018
 EA NO: _____ PREPARED BY: R. Norton DATE: 2/5/2018
 Reviewed By: N. Suidam

WBS NO.	SUB-TASK DESCRIPTION	LABOR HOURS										Total Hours					
		Proj. Manager/Senior Engineer	Senior Prof. Engineer	QA/QC Manager	Sr. Design Engineer	Design Engineer	CAD Lead	Admin. Staff	Role	Proj. Manager/Senior Engineer	Senior Prof. Engineer		QA/QC Manager	Sr. Design Engineer	Design Engineer	CAD Lead	Admin. Staff
	PHASE 1 - GEOMETRIC APPROVAL /PROJECT MAPS																
	Geometric Layouts																
	Right-of-Way Requirements Maps																
	Area of Potential Impacts																
	SUBTOTALS																
	PHASE 2 - PRELIMINARY ENGINEERING SERVICES (35%)																
	Coordination																
	Research																
	Design Survey <i>Not by TRC</i>																
	Geotechnical Report <i>Not by TRC</i>																
	Base Map																
	Structures <i>Not by TRC</i>																
	Roadway																
	Electrical																
	Utilities																
	Cost Estimate																
	SUBTOTALS																
	PHASE 3 - FINAL DESIGN SERVICES (65%, 100%, FINAL)																
	Coordination																
	Research																
	Design Survey <i>Not by TRC</i>																
	Geotechnical Report <i>Not by TRC</i>																
	Base Map																
	Structures <i>Not by TRC</i>																
	Roadway																
	Electrical																
	Utilities																
	Cost Estimate																
	SUBTOTALS																
	PHASE 4 - CONST. BIDDING / CONST. ENGINEERING SUPPORT																
	Bid Assistance																
	Construction Engineering Support																
	Record Drawings																
	SUBTOTALS																
	TOTAL LABOR HOURS																
	LOADED RATE (\$/HR)																
	LOADED LABOR COSTS (\$)																

ITEM(S)	Unit of Measure	QUANTITY	UNIT PRICE	TOTAL PRICE	EXPENSES	
					by Prime	None
Printing and Reproduction Computer	Each		\$0.00	\$0.00		
Vehicle Expenses	Hour		\$0.00	\$0.00		
Mileage	Miles		\$0.00	\$0.00		
Ground Transportation (Train/Cab)	Each		\$0.00	\$0.00		
Auto Parking	Each		\$0.00	\$0.00		
Delivery Services	Each		\$0.00	\$0.00		
Communications	Each		\$0.00	\$0.00		
Air Travel	Each		\$0.00	\$0.00		
Travel and Per-Diem Costs	Each	800	\$0.55	\$440.00		
				\$0.00		
				\$0.00		
TOTAL EXPENSES:				\$440		
SUB-CONTRACTORS:						
FIRM: TRC SOLUTIONS						
AMOUNT: \$230,050	\$0	\$0	\$0	\$0	\$0	\$0

COMMENTS/ASSUMPTIONS:
 1) DIRECT LABOR + OVERHEAD @ 166% , PROFIT @ 10% Total Hours 1,340
 FIRM'S TOTAL DIRECT EXPENSES \$440
 SUBCONSULTANT 0%
 TOTAL ESTIMATED COST \$230,050
 YEARLY ESCALATION TO MID-YEAR OF DESIGN 0

DATE: August 29, 2018
 FROM: AMER JAKHER, P.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
 CITY OF BEAUMONT
 TO: IDC CONSULTING ENGINEERS, INC.

PUBLIC WORKS DEPARTMENT

CONTRACT AMENDMENT No. 1

Pennsylvania Ave Grade Separation Remaining Project Survey

INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE CITY ENGINEER:

These modifications are based upon site requirement for the completion of the project.

Item No.	Description	Quantity	Unit	Unit Cost	Extended Amount
1	Pennsylvania Ave Grade Separation Remaining Project Survey	1.00	EA	\$ 12,500.00	\$ 12,500.00

SUB-TOTAL= \$ 12,500.00

TOTAL AMOUNT OF AMENDMENT # 1 \$ 12,500.00

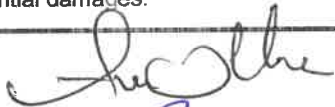
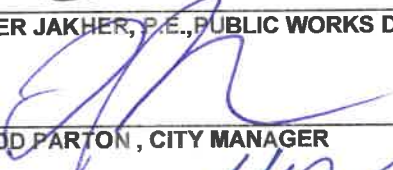

CONTRACT AMOUNT RECONCILLATION

CONTRACT AMOUNT	\$ 617,584.00
CHANGE AMENDMENT NO. 1	\$ 12,500.00

TOTAL COST OF CONTRACT AS PER CHANGE ORDER NO. 1 = **\$ 630,084.00**

The undersigned Contractor approves the foregoing Change Order # 1 as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order # 1. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

 _____ AMER JAKHER, P.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER	9/4/18 _____ DATE
 _____ TODD PARTON, CITY MANAGER	9/4/18 _____ DATE
 _____ IDC CONSULTING ENGINEERS, INC.	8/28/18 _____ DATE



IDC Consulting Engineers, Inc.

Certified SBE/UDBE/DBE/WBE

300 S. Harbor Blvd., Ste. 710
Anaheim, CA 92805
IDC@IDCEngineers.com
(714) 520-9070 Main
(714) 520-9068 Fax
www.idcengineers.com

Chris Sorensen
Assistant Engineer - Public Works
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

RE: Pennsylvania Grade Separation – Change Order

Dear Chris,

This change order will include the survey needed for the shoofly tracts allowing the railroad to detour its alignment around the project site. This will also include the survey for the proposed east bound off ramp and east bound on ramp re-design and alignment.

The total cost for said change order will be in the not to exceed amount of \$12,500.00.

Thank you,

Wendy Li, P.E.
Principal, IDC Consulting Engineers, Inc.
300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805
wli@idcengineers.com / 909-451-1338 (Direct)

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND IDC CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT
(CIP 2017-012)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ____ day of _____, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and IDC CONSULTING ENGINEERS, INC. whose address is 300 S. Harbor Blvd., Suite 710, Anaheim, CA 92805 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On June 19, 2018, the City and IDC CONSULTING ENGINEERS, INC., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for ENGINEERING SERVICES FOR THE PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding engineering services and bringing the project to “Ready to List” status and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated July 12, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous Amendments, compensation was set at six hundred thirty thousand, eighty four dollars (\$630,084). Per this Second Amendment, compensation is increased by the maximum amount of one million, two hundred ninety four thousand, eight hundred forty nine dollars (\$1,294,849) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed one million, nine hundred twenty four thousand, nine hundred thirty three dollars (\$1,924,933).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.


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


CITY:

CONTRACTOR:

CITY OF BEAUMONT

IDC CONSULTING ENGINEERS, INC.


By: 
Lloyd White, Mayor

By: 
Print Name: Wendy Li, P.E.

ATTEST 

City Clerk

Title: Principal

APPROVED AS TO FORM


John Pinkney, City Attorney

Approved by City Council on July 19, 2022



Scope of Services & Deliverables

Updated July 12, 2022

On July 18, 2017, City Council authorized a Request for Proposal (RFP) for the Pennsylvania Avenue Grade Separation project. The Scope of Services included in the RFP include the following three phases:

Phase 1 – Geometric Approval / Project Map

Phase 2 – Preliminary Engineering Services (35% Submittal)

Phase 3 – Final Design Services (65%, 100%, and Final Submittal)

Phase 4 – Construction Bidding / Construction Engineering Support – Optioned out after the contract award.

On June 19, 2018, City Council awarded a consultant contract to IDC Consulting Engineers, Inc. (IDC) to provide engineering design services for the Phase 1 and Phase 2 of the Pennsylvania Avenue Grade Separation project.

By May of 2019, IDC completed much of the Phase 1 and Phase 2 components include 35% submittals and draft UP rail line shoofly design. Below are list of the remaining scope of services to complete bid ready design.

PHASE 1 – Engineering Concept Approval (Geometric Approval/ Project Maps)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget. – 100% completed.
2. **Data Gathering:** Gather existing relevant engineering documents, including I-10 Pennsylvania Interchange as-built plans, geotechnical information, roadway improvement plans, and recent completed project information that are part of public records to facilitate streamline design. – 100% completed
3. **Develop High Level Project Concept:** Working with the environmental team and right of way team, based on the initial data gathering, the IDC Team will provide a high level project concept to present to the City. The concept will likely be similar to the concept presented in this proposal with updated revisions based on the City's feedback. – 100% completed
4. **Field Review and Project Scope Development:** Upon the forming of the PDT, with the updated project concept, we will meet with Caltrans and UPRR in the field to discuss project impacts to the I-10 and UPRR tracks as well as gather information about their future plans for the affected facilities. – 100% completed



5. **UPRR Coordination and Shoofly Design:** Planning level coordination effort is critical to obtain UPRR's buy-in regarding proposed bridge type, preliminary shoofly track design proposal. – 50% completed
6. **Survey and Base Map:** Perform field surveys and develop base map for design use. Work includes horizontal and vertical control, photogrammetry mapping and DTM. – 100% completed
7. **Preliminary Drainage Report:** Lowering Pennsylvania Avenue and widening of the street will change the existing street drainage pattern. Preliminary hydrologic and hydraulic analysis will be prepared for the proposed drainage system. – 100% completed
8. **Preliminary Geotechnical Report and Foundation Report:** Preliminary Geotechnical Report will be prepared to document on-site subsurface geo condition. Roadway pavement section as well as foundation recommendations for bridges and retaining walls will be included in the Foundation Report. – 100%
9. **Advance Planning Study (APS):** An Advance Planning Study for the grade separation structure will be provided along with any special walls that might be needed for the project. The APS will provide bridge concept and cost estimate. – 0%
10. **Engineering documents for project impacts to the I-10/ Pennsylvania Interchange:** We will work closely with the City's I-10/ Pennsylvania Interchange team for the inclusion of project impacts. – 50%
11. **Preliminary Right of Way requirement:** A preliminary right of way requirement map will be prepared to demonstrate right of way impact as well as to establish program level estimate. – 100%

PHASE 2 – Preliminary Engineering Services (35% Submittal)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget. – 100%
2. **Prepare 35% Roadway Plans:** Roadway plans that include horizontal control plans, layouts, typical sections, profiles, drainage plans, grading plans, temporary erosion control plan, utility plans, stage construction, signing and striping plan, retaining walls, street lighting, electrical plans (if needed), landscaping plans, traffic signal plan and bridge plans. – 100%
3. **Design Drainage Report:** Perform final drainage analysis to determine drainage system for the project. Finalize drainage report based on the latest roadway and bridge design. Prepare drainage plan with system layout, sizing, and possible pump station design if needed. – 20%
4. **Foundation Report:** Update preliminary foundation report based on the result of borings. Proposed bridge foundation and retaining foundations will be included in the report. – 30%



5. **Bridge Design and Bridge Type Selection Report:** Bridge design will be performed using AREMA, UPRR and Caltrans design guidelines and standards. Two bridge alternatives will be prepared for consideration. General Plan and Foundation Plan, as well as planning level cost estimate, will be prepared for the Type Selection Report. – 0%
6. **Railroad Shoofly Plans:** A shoofly design will be prepared to set alignments after UPRR's concurrence of the preliminary shoofly conceptual design. For the purpose of this proposal, we assume the geometrics of UPRR tracks will remain unchanged. We will support the City to ensure a win-win project for the City and UPRR. – 50%

PHASE 3 – Final Design Services (65%, 100%, and Final Submittal)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget.
2. **Project Approvals:** In order to proceed with final design, the following approvals ,maybe required:
 - UPRR approvals: bridge type selection, shoofly and track design and geometrics
 - Caltrans approvals: 35% plan set for project within Caltrans right of way
 - Riverside County Flood Control District: Design Drainage Report

PS&E Final Design Submittals:

- Title Sheet
- Alignment Control and Notes
- Typical Sections
- Roadway Removals
- Roadway Layouts
- Roadway Profiles
- Construction Details
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Temporary Water Pollution Control
- Contour Grading
- Construction Area Signs
- Stage Construction and Traffic Control
- Stage Construction Profile
- Signing and Striping
- Signaling and Striping Details



- Traffic Signal Plan
- Temporary Traffic Signal
- Temporary Traffic Signal Details
- Electrical Plans
- Temporary Electrical Plans
- Utility Plans
- Landscape Plans and Details
- Irrigation Plans
- Planting Plans
- Retaining Wall Plans
- Retaining Wall Details
- Bridge Plans
- 100% Engineering Estimate
- Specifications
- Structural Independent Check Calculations per Caltrans guidelines

PENNSYLVANIA AVENUE GRADE SEPARATION			Contract Number		Firm: IDC Consulting Engineers, Inc.						
WORK DESCRIPTION	FEE PROPOSAL FOR PHASE 1, 2 & 3				Reviewed By: WL						
WBS NO.	SUB-TASK DESCRIPTION	Total Hours	LABOR HOURS							PREPARED BY: WL	DATE: 7/19/2022
	Role	Sr. Project Manager	Sr. Bridge Design Lead	Project Engineer 3	Structure Engineer 2	Design/Civil Engineer	Assistant Project Manager	Engineering Technician (CADD)	Administration / Accounting		
PHASE 1 - GEOMETRIC APPROVAL /PROJECT MAPS											
	Research and Data Gathering	107	80	129	50	179	86	171	16		
	Perform Project Management and Agency Coordination Activities	32	36	33	13	45	20	43			
	Bridge and Retaining Wall Concept Development	16							16		
	Preliminary Project Estimate Development	40	44	98	37	134	60	128			
	Project Risk Management Plan Development	6									
		13									
PHASE 2 - PRELIMINARY ENGINEERING SERVICES (35%)											
	Research and Data Gathering	1347	99	38	260	252	258	89	344	15	
	Perform Project Management Activities	20	6	65	63	65	20	44			
	Preliminary Structure Design (bridge and walls)	20	10						16		
	Preliminary Estimate (bridge and walls)	40	20	195	189	193	80	300			
	Project Risk Management	6									
		13									
PHASE 3 - FINAL DESIGN SERVICES (65%, 100%, FINAL)											
	Research and Data Gathering	5178	117	180	1818	882	862	188	1373	30	
	Perform Project Management Activities	21	20	51	63	73	20	370			
	85% and Final Structure / Civil / Drainage Design	80							30		
	Engineering Estimate	60	30	130	800	800	40	852			
	Engineering Specification	30		40	40	40	40	80			
	Project Risk Management	8	8	60	49	49	6	71			
		8									