

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective upon signature, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Albert A. Webb Associates, a California Corporation, whose address is 3788 McCray Street, Riverside, CA 92506 (“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 engineering support services for the construction phase of the City of Beaumont Mesa Lift Station Upgrade Project (CIP WW-11); and

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

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

**AGREEMENT**

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

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

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

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Ninety-two Thousand, Two Hundred and Seventy-Five Dollars (\$92,275).

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

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

8. Indemnification.

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

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

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

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

8A. Indemnification Design Professionals.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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



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

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

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

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective upon signature.

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
David Finn, Mayor

**CONTRACTOR:**

Albert A. Webb Associates

By: Bruce D \_\_\_\_\_

Print Name: Bruce Davis

Title: Senior Vice President

**ATTEST:**

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

**EXHIBIT "A"**

REQUEST FOR PROPOSAL

(insert behind this page)



**Website:**  
[www.ci.beaumont.ca.us](http://www.ci.beaumont.ca.us)

**Address:**  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Phone:**  
951.769.8520

# Request for Proposal #WW-MLS24-1 For Engineering Support Services for the Mesa Lift Station Upgrade WW-11

**Questions Due By:**  
March 12, 2024  
2:00 pm

**Proposals Due By:**  
March 19, 2024  
2:00 pm

**Contact:**  
Kenyon Potter  
Principal Engineer  
[KPotter@beaumontca.gov](mailto:KPotter@beaumontca.gov)

**RFP Available:**  
[www.publicpurchase.com](http://www.publicpurchase.com)

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## Introduction

The City of Beaumont (City) is seeking proposals from qualified firms (Consultant) interested in providing Engineering Support Services during the Construction Phase for the City of Beaumont Mesa Lift Station Upgrade Project (CIP WW-11). The Mesa Lift Station is located at 12940 Potrero Blvd, Beaumont, CA.

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

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide Engineering Support Services during the construction phase for the Mesa Lift Station Upgrade Project (WW-11) as described in this RFP.

## Background

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

## Scope of Services

The Scope of Services for Engineering Support Services is as follows:

- Review of submittals, RFIs, product substitution requests from contractor(s) awarded the construction contracts.
- Perform construction site visits and observations during construction on at least monthly basis.
- Preparation of plans, specifications and other documents relating to any change orders as directed by the City.
- Preparation city’s record documents from contractor’s as-built documentation.

## Additional Responsibilities



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

## Term

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

## 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. Approach: 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: Location of principal office that will be responsible for the implementation of this contract.
- F. Organization, Key Personnel, and Resumes: Provide an organizational chart and 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.
- G. Project Experience: Provide a list of at least three projects related to scope of the work within the last five years.
- H. References: Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. Cost proposal: The cost proposal (including hourly rate) shall be submitted in a separate sealed envelope. This should include a fee schedule, a not-to-exceed fee estimate broken down and itemized based on the Scope of Services, and hourly billable costs for the itemized Scope of Services. All hourly fee schedules should be based on the consultant's current fee schedule rates. Rates shall be fixed for the duration of the project. The cost proposal shall clearly identify the estimated man-hours by classification and expenses required for each task, separated by team members, including all sub-consultants and contractors required to complete the Scope of Services.
- K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- L. Insurance/ Certification: The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.



## Submittal

One (1) color digital PDF copy of the proposal must be submitted no later than 2:00pm, Tuesday, March 19, 2024. Proposals may be submitted through Public Purchase by the due date. Postmarks and faxes are not acceptable. Proposal must be titled “RFP WW-MLS24-1 for Engineering Support Services for the Mesa Lift Station Upgrade”. Proposals and questions regarding this RFP shall be directed in writing to:

Kenyon Potter  
Principal Engineer  
City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223  
kpotter@beaumontca.gov

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.

**\*DUE DATE FOR QUESTIONS IS MARCH 12 2024, AT 2:00 PM.**

All questions and answers will be posted on Public Purchase within one week of the question due date.

## 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.

## Amendments to Request for Proposals

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

## Non-Commitment to City





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

### Conflict of Interest

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

### Proposal Evaluation/Selection

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

Criteria	Points
Understanding of the Scope of Services	25
Demonstrated Qualifications, Professional Skill and Credentials	25
Related Experience	25
Approach to Performing this Type of Service	25
<b>Total</b>	<b>100</b>

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.

### Exhibits

- A. Sample Professional Services Agreement

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

EXHIBITS TO FOLLOW



## **EXHIBIT A**

# **Sample Professional Services Agreement**

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

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### RECITALS

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

A. CITY desires to engage CONTRACTOR to provide professional engineering services for preparation of the Traffic Impact Analysis Report & ALTA/NSPS Title Survey; and

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

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

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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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

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

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

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

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

## 5. Obligations of CONTRACTOR.

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

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

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

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social

security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

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

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

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

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

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

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

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

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

agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

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

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

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

#### 7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

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

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

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

8A. Indemnification Design Professionals.

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

resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY



and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

13.04 If any legal action or proceeding, including an action for declaratory relief,

is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

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

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

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

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

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

\_\_\_\_\_

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

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

\_\_\_\_\_, Mayor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**EXHIBIT "A"**

**PROPOSAL**

**(insert behind this page)**

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**(insert behind this page)**

**EXHIBIT "B"**

PROPOSAL

(insert behind this page)



Proposal to Provide Engineering Support Services

## **Mesa Lift Station Upgrade WW-11**

Prepared for



September 20, 2024

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# Section A. Cover Letter

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September 20, 2024

Kenyon Potter, PE  
Principal Engineer  
City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223



**RE: Request for Proposal #WW-MLS24-1 Engineering Support Services for the Mesa Lift Station Upgrade WW-11**

Dear Mr. Potter:

Attached is the proposal from Albert A. Webb Associates (WEBB) outlining our offer to deliver engineering support services for the Mesa Lift Station Upgrade WW-11 Project on behalf of the City of Beaumont. The City seeks a proficient and seasoned technical team to support this project. WEBB's Team includes AQUA Engineering, SKM, Inc., and Kleinfelder.

The WEBB Team fully understands that the Mesa Lift Station is a critical component of the City's overall sewage collection system and that this lift station needs a high level of reliability and redundancy to prevent sanitary sewer overflows.

Below are some specific valuable characteristics this WEBB Team delivers to this project:

**Detailed Project Experience and Expertise:** Our team has very specific and detailed experience with this project that will be invaluable to the City. This same team completed the design for the lift station and brings detailed knowledge of the key issues for the project with zero ramp up required. Our experience designing and supporting the construction of the force main project means that our team has detailed knowledge of this project. We performed an initial evaluation of the Mesa Lift Station as part of a sewer study completed for Calimesa. SKM has also been working on PLC and SCADA upgrades with this and other City lift stations.

**Brief Project Understanding and Approach:** WEBB has reviewed the scope of work and understands this project consists of providing engineering support services during the construction phase for the Mesa Lift Station Upgrade Project (CIP WW-11) which includes reviewing limited submittals and RFI's as directed by the City. Our team will attend the pre-construction meeting and one site visit. It is our understanding that the City has requested a very limited scope of work based on the budget available and therefore the City will review a bulk of the submittals and RFI's, and address the requested change orders prior to making any requests of the engineering team.

**Experienced Team:** Our core team has the experience on similar sized facilities under similar requirements. The WEBB Team is intimately familiar with the lift station and the challenges for this particular installation and modifications based on our recent experience with several recent City projects. We will need zero time to get up to speed on the intricacies of this project. We understand

how to reduce risks and challenges on just this type of project as we have been involved in the design.

**Efficient:** The same team has worked together seamlessly and has similar experience. With our knowledge of the current status, we avoid unnecessary tasks and provide a comprehensive scope of work needed to fully implement and commission the project.

**Commitment:** The City will benefit from a team committed to providing the construction support services necessary for a successful construction project. Our team is capable of launching straight into this project, will be responsive to your requests, and will provide expedited completion.

Our team members will remain available throughout the duration of the project. As a result, you can be confident your project will be successfully completed in a timely and professional manner. We look forward to the opportunity to continue working together. If you have any questions regarding our proposal, please contact me directly at 951.248.4235, or by email at [bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com).

Sincerely,



**Bruce Davis, PE**

**Senior Vice President**

Work Phone: 951.248.4235

Mobile Phone: 951.830.2069

[bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com)

## Section B. Introduction/Information

**Legal Name:** Albert A. Webb Associates

**California Business License Number:**  
C0262218

**Legal Form of Company:** Corporation

**Department of Industrial Relations (DIR):**  
1000006209

**Representative:** Bruce Davis, PE  
Senior Vice President  
3788 McCray Street  
Riverside, CA 92506  
951.248.4235



*Above grade piping to be replaced at Beaumont Mesa Lift Station*

### Project Understanding

The Beaumont Mesa Lift Station Upgrade Project consists of the removal of existing pumps and demolition of existing piping and appurtenances, addition of four new sewage pumps and motors along with new piping and valves, construction of an emergency storage basin, addition of a new grinder, fittings and appurtenances, electrical work, controls, starters, repair and start-up of the odor control system, miscellaneous site and paving work, along with construction phasing in order to maintain operations of the existing lift station, including temporary bypass pumping as needed. The construction cost estimate is \$6,225,000 and the project duration is 365 calendar days from the Notice to Proceed.

Our proposal is based upon the contracted duration and two weeks of close-out services. We anticipate construction starting sometime in 2024, depending upon bidding and the construction contract award. The project is supported by the same team that performed the design; Albert A. Webb Associates, AQUA Engineering, SKM Engineering, and Kleinfelder.

Our proposal includes a scope of work per the City's request for limited engineering support for only critical items during construction. Our unique experience and knowledge of the project will allow our team to provide the needed support for these critical items with no ramp-up time and effort needed.



The following items are included in our scope of work and budget:

1. Support of the Mitigation Monitoring and Reporting Program (MMRP) for environmental compliance if needed by the City. The contractor will be responsible for implementing all mitigation measures for the project including tribal monitoring. WEBB can be available to the City upon request to ensure the contractor is properly implementing the MMRP.
2. Provide staking for temporary construction benchmarks to be used by the contractor for the project.

Beyond what is listed in the RFP, we believe the following services may also be needed to ensure the lift station is constructed and commissioned successfully:

1. Start-up and Commissioning Support – Our team will be available on-site to assist with the start-up, confirm the new equipment is operating properly and assist in trouble shooting any start-up issues encountered.
2. SCADA Integration for the new equipment and operations – SKM will perform the SCADA system integration and ensure that communications, operator interfaces, controls, set points, and alarms are properly programmed in the SCADA system similar to the integration performed by other City facilities
3. Our team can perform the final coordination with the City’s security vendor to ensure the security equipment is integrated into the project and the site can be monitored appropriately post construction.

The WEBB Team can provide a proposal for these services if requested by the City at a future date.



## Section C. Approach

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### **Management Philosophy**

WEBB understands the absolute need for strong project management. Our team will factor in all critical issues associated with schedules. Communication and coordination between an engineering consultant and the City is paramount to each project. To guarantee continuous and effective communication, Joseph Khader, EIT, our Construction Manager and Project Engineer, is assigned to serve as the primary contact to the City with Bradley Sackett, PE, providing back-up and input from the design phase. Boris Petkovic, PE, from AQUA, Mark Jeppsen, PE, from SKM, and Christina Nishimoto, PE, from Kleinfelder will be the primary technical experts for the project. Reed Chilton, PE, our Construction Management Director will provide the resources to support the project and Bruce Davis, PE, our Principal-in-Charge will be monitoring the project as a whole.

It is our understanding that the City will take the lead on construction management and inspection and involve our team on an as-needed basis.

### **Cost/Budget Management Plan**

The proposed project budget will be prepared based on the project requirements as informally communicated to us by the City. Our project manager will track the final budget compared to the tasks completed and costs-to-date, and will identify any project cost variance at least monthly. Corrective actions will be taken to maintain the project budget. If changes to the scope and budget are deemed necessary, our project manager will work with the City to justify the need and clearly define the impacts.

## Section D. Firm Profile

Albert A. Webb Associates (WEBB), a **California corporation**, has been a consistent provider of civil engineering services to public sector clients across the diverse landscape of California since its establishment in 1945. This longevity is a testament to our unwavering financial stability, as we have successfully navigated through various economic challenges over the decades. WEBB stands as a mid sized consulting firm, strategically equipped with offices in Riverside and Murrieta to optimally cater to the diverse needs of our valued clients.

WEBB is a comprehensive in-house professional services firm with extensive expertise serving public/private sector clients throughout Inland Southern California. This collective knowledge allows us to methodically address the unique requirements of cities, water and special districts, counties, regional agencies, and our collaborative partners within the industry. Our expansive service portfolio encompasses a wide spectrum of offerings designed to fulfill the objectives of our esteemed clients. These services encompass the entire project lifecycle, including project development, meticulous planning, innovative design, entitlement facilitation, securing funding, navigating complex permitting processes, adept construction management, and rigorous inspection procedures.

WEBB's enduring legacy, financial resilience, and strategically located offices, along with our robust team of experts, position us as the premier choice for public sector entities in California seeking comprehensive civil engineering services. We remain committed to delivering excellence in every facet of our work, ensuring the success of our clients' projects and the continued growth of our professional partnerships.

### Our Services



Construction  
Management &  
Inspection



Land Development  
Planning &  
Entitlement



Land Survey &  
Mapping  
Services



Environmental  
Services



Water  
Resources



Land Development  
Engineering



Traffic &  
Transportation



Landscape  
Architecture

### Corporate Headquarters

3788 McCray Street  
Riverside, CA 92506  
951.686.1070

### Murrieta

41870 Kalmia Street #160  
Murrieta, CA 92562  
951.686.1070

For detailed information on our services, simply click on the corresponding icons for more insights or visit [webbassociates.com/services](http://webbassociates.com/services).

### Firm Specifics

**1945**

Founding Year

**180**

Number of Employees

**40+**

Professional Licenses

## Section E. Location

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**Office Location:**

3788 McCray Street  
Riverside, CA 92506

**Phone Number:**

951.686.1070





## Section F. Organization, Key Personnel, and Resumes

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### Joseph Khader, EIT

Construction Manager/Project Engineer

Joseph Khader, EIT, is a Construction Manager with WEBB's Construction Management and Inspection Department. Joseph has more than 20 years of experience with various types of projects. His experience as a construction manager for various large scale projects, coupled with his decisive nature and excellent project management skills, has made him capable of overseeing teams, budgets, and schedules. Keith is adept at client relationship management, scope development, and field monitoring.

#### REGISTRATIONS

Engineering in Training (EIT) 1512575

#### EDUCATION

BS, Civil and Environmental Engineering  
Emphasis in Architecture  
California State University, Fullerton

#### CERTIFICATIONS/TRAINING

California Department of Public Health  
(CADPH) Grade 1 Water Distribution Operator,  
OSHA 40 Hour EM385-1-1,  
Construction Quality Control Manager  
Certified, AGC San Diego

#### **I10 Cherry Valley Interchange Improvement Project, I10 Logistics Owner, LLC**

Reed is the Resident Engineer providing engineering support and as-needed engineering support services. The project consists of the off-ramp improvements, traffic control, grading, retaining wall, traffic signal, streetlight, and signing and striping improvements.

#### **WRF1 Replacement of Centrifuge, Aeration Basin, and Digester Lid, City of Corona (City)**

Reed is the Project Manager for this project which consists of installing a new centrifuge and belt conveyor at the City's WRF#1 site. The project includes site demolition and removal of existing structural, mechanical, and electrical components to accommodate the new centrifuge and conveyor facilities. A new drain line will be installed from the centrifuges to the oxidation ditch scum return lines.

**Bain Waterline Replacement, Jurupa Community Services District** - Reed is the Project Manager providing construction management services for the Bain Waterline Replacement project.

- 3,900-LF of 8-inch diameter C909 PVC water main
- 140-LF of 12-inch diameter C-909 PVC water main
- 655-LF of 8-inch CML/CMC water main
- 575-LF of 12-inch diameter CML/CMC water main
- 500-LF of 42-inch diameter jack and bore steel pipe casing under SR-60 Freeway
- Refurbish fire hydrants
- New water services and meter boxes
- Paving and street restoration

**Romoland MDP Line A: Stages 4, 5, and 6** - Joseph was the Senior Project Manager for this project. It features 1.3 Million CY of excavation and export; 15,000 of structural concrete, 11,000 CY of concrete channel paving, and 3,500-LF of RCP up to 102-inches.

**West Garden Grove Transmission Main** - Joseph was the Senior Project Manager for this project. It consisted of 24,000-LF of 16" PVC, 1,215-LF of 16" DIP, 2,500-LF of 10" PVC and 3,000-LF of 8" PVC potable water transmission mains. It also included the construction of an electric control valve, connections to reservoir and pump stations and the replacement of 4,000-LF of 15"-24" VCP sewer trunk line while bypassing flows of 4,000-GPM.



# Joseph Khader, EIT

Construction Manager

**Olive Avenue Sewer Improvements** - This project consisted of the installation of 10,500-LF of 36-inch SDR sewer trunk line, the connection to the active sewer main requiring 24/7 bypass of 4,500-GPM flows, extensive dewatering, and the treatment of 500-GPM that was discharged. This project was completed at an average depth of 22-FT. 325 dewatering wells and 85 monitoring wells were constructed.

**Parking Lot Designs, Naval Air Station North Island Coronado** - This project required complete design and construction. It included the removal of earthwork, paving, utilities, subsurface structures, above surface structures for the proposed utilities and infrastructure to be built adjacent to live aircraft runway. Joseph served as the Project Manager.

**Albertsons Distribution Center, Irvine, CA** - This project consisted of the installation of a new 200,000-SF freezer expansion. It included the demolition of railroad tracks and existing trailer parking area, 35,000-CY of export, 45,000-CY of over-excavation adjacent to an existing 800,000-SF distribution center using slot cutting methods to protect existing footings/structure, the installation of moisture/vapor barrier with ballast rock for -20° F temperatures, structural site concrete and asphalt paving, wet and dry utilities, and signing and striping.

## **Los Angeles International Airport, Southwest Terminal 1.5**

- Excavated 35,000 CY on a 80,000 SF confined site
- Excavated, Backfilled structural footings 5000 CY
- Installed 80,000-SF of 6-inch P209 Rock Base for slab on grade

## **CSULA – Student Housing East**

- 421,000-SF site including for 8 story housing structures including soccer fields and pedestrian bridge abutments
- 8000 CY import
- 2000 CY backfill
- 12000 CY of ox building pad curb sidewalk and ac paving

## **Potrero Canyon Park, Pacific Palisades CA**

- Onsite Excavation and Cut Fill of 653,000 CY
- Fine Grade 30 Acres (1,603,000-SF) of cut fill, overexcavation, construct retention basins with impermeable liner
- 800,000-SF of slope paving

## **California Air Resource Control Board, Riverside CA**

- 113,000 CY of onsite over excavation
- 9000 CY of import
- Rough grade 826,000-SF
- SWPPP/BMP
- 1-FT thick rock crane path

## **UCLA – Football and Basketball Practice Facility**

- 8000 CY export
- Two acre site grading
- Export 15000 CY of contaminated material

## **Sherman Road Brackish Transmission Waterline**

- Install 5,600-LF of 24-inch PVC Brackish Waterline at depths up to 14-FT with launching and receiving stations for maintenance
- Install launching and receiving stations on existing 24-inch transmission water main
- Concrete and asphalt repairs



## **Bradley A. Sackett, PE**

Senior Engineer

### **Project Manager Highlights**

- *Twenty-one years of pertinent experience with WEBB*
- *Project Manager for the City's Brineline project*
- *Extensive experience on water and sewer system design and implementation*
- *Strong technical background on lift station design*
- *Long-standing relationship with our subconsultants*

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Brad will serve as the backup to Joseph Khader, EIT, as Brad served as the Project Manager for the design project. Brad will act as an extension of the City to ensure a successful outcome of this project from beginning to end. This will include a strict adherence to the technical requirements for the project. Brad will be supported by a highly qualified project team with experience on similar projects. The experience of this team will improve overall project management and provide very effective and efficient services.

Our assigned project team consists of senior level professionals who will perform the required tasks for the City. By taking this hands-on approach, an experienced professional always has in-depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you. Coordination is critical for your project. Every project assigned to WEBB includes principal involvement.

The WEBB team will be supported by our key design engineer, Boris Petkovic, PE, a Principal with **AQUA Engineering**. Boris was intimately involved in the design and technical work associated with the project.

We have also fortified our project team with our specialty subconsultants - **SKM, Inc.** will provide electrical engineering services, and **Kleinfelder** will provide structural engineering support services. These subconsultants have worked with the WEBB Team on a variety of water and sewer infrastructure projects throughout Inland Southern California.

Our team members are readily available to you and remain accessible throughout the project to the extent required to successfully complete it.

# Organizational Chart

We have assembled a project team of highly experienced engineering and technical personnel with extensive experience in lift station design.



## LEADERSHIP

**Bruce Davis, PE**  
Senior Vice President  
*Principal-in-Charge*  
C 47200

**Reed Chilton, PE, QSD**  
Director  
*Construction Management Oversight*  
C 83827



## ENGINEERING SUPPORT

**Bradley Sackett, PE**  
Senior Engineer  
*Project Engineer*  
C 65862

**Joseph Khader, EIT**  
Construction Manager  
*Project Engineer*  
EIT 1512575

**AQUA ENGINEERING**  
**Boris Petkovic, PE**  
Principal  
*Project Engineer*  
UT 7439057-2202



## ADMINISTRATIVE SUPPORT

**Malissa Martinez**  
Administrative Assistant



## SUBCONSULTANTS

**Electrical Engineering**  
**SKM Inc.**

Mark P. Jeppsen, PE  
Principal  
UT 5338864-2202

**Structural Design**  
**Kleinfelder**

Christina Nishimoto, PE, SE  
Senior Engineer  
C 73208 / SE 6084



## Bruce Davis, PE

### Senior Vice President

Bruce Davis is a Senior Vice President of Albert A. Webb Associates (WEBB). Bruce has been a full-time employee of WEBB since 1986. Bruce currently serves as Director of Water Resources. As Director, he oversees all water and wastewater projects performed by the firm. Since 2018, Bruce has taken the lead representing WEBB in matters involving engineering standard of care and risk management. Bruce is a registered civil engineer in the State of California.

#### **REGISTRATIONS:**

Registered Civil Engineer  
C 47200 (CA)

#### **YEARS OF EXPERIENCE:**

34 Years

#### **EDUCATION:**

BS Civil Engineering, California State  
Polytechnic University, Pomona

#### **AFFILIATIONS:**

American Public Works Association (APWA)  
American Water Works Association (AWWA)  
California Water Political Action Committee  
(CalWater PAC)  
Association of California Water Agencies  
(ACWA)  
Coachella Valley Economic Partnership  
(CVEP)  
League of California Cities

Bruce has served as Principle-in-charge for well over one hundred regional infrastructure projects. His experience includes planning, design and support during construction of water, wastewater, drainage and transportation projects on behalf of clients including Eastern Municipal Water District, Coachella Valley Water District, Jurupa Community Services District, and cities of Corona, Murrieta, Rancho Mirage, Ontario, Grand Terrace, Rialto and Cathedral City. Project types include pipelines from 8-inch diameter up to 60-inch diameter, pumping ranging in size from one hundred gallons per minute to over 5,000 gallons per minute and storage facilities ranging in capacity from five hundred thousand gallons to over twenty million gallons, roadways, signals, storm drains and basins. Recent water industry projects include O'Ferrell Street Booster Pump Station, Redlands/Hemlock Booster Pump Station, Longview and Watson Roads pipelines, Perris II Desalter pipeline and Markham 7.0-million-gallon storage tank.

Along with experience with regional infrastructure projects, Bruce has extensive knowledge and experience with survey, planning, entitlement, development (residential and commercial) and environmental services. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule. Bruce has served as an expert witness in matters involving land use, entitlements and drainage.

Bruce is a member of and/or involved with American Public Works Association, American Water Works Association, Association of California Water Agencies and League of California Cities. He served several years as a Board member of CalWater PAC which is a political action committee advocating for issues important to California's water supply. Bruce serves as an excellent resource for his clients on current issues and trends in our region.



## **Reed Chilton, PE, QSD**

Director - Construction Management and Inspection and Land Survey and Mapping

Reed Chilton, PE, QSD, is Director of WEBB's Construction Management and Inspection and Land Survey and Mapping Department. Reed has worked on a variety of private and public projects and has established a strong foundation in the engineering and construction management profession. His project experience includes sewer lines, drainage facilities, water lines, recycled water lines, wastewater treatment facilities, dry utilities, street improvements, street lighting, traffic signals, and landscaping. Specifically, his involvement with these projects includes preparation of specifications and bid documents, contract management and administration, permitting, submittal and RFI review and coordination, leading meetings, field investigations, project documentation, review and approval of change orders and pay estimates, project close-out, and managing day-to-day needs for owners and contractors.

### **REGISTRATIONS**

Registered Civil Engineer C 83827 (CA)

### **EDUCATION**

BS, Civil Engineering  
Brigham Young University  
MS, Civil Engineering  
Brigham Young University

### **CERTIFICATIONS/TRAINING**

Qualified SWPPP Developer (QSD) C83827



## **Malissa Martinez**

Administrative Assistant

Malissa Martinez is a Project Coordinator in the Construction Management and Inspection Department at WEBB. Malissa provides administrative assistance with construction contract administration including specification preparation, the bidding process, contract award, and management of the project including preparation of change orders, progress payments, working day statements, force account analysis, RFI and submittal coordination, and coordination with clients. She supports WEBB's inspectors with processing inspection reports and providing assistance as needed. She works closely with contractors throughout the duration of the project. Malissa is familiar with Procore construction software.





## Boris Petkovic, P.E. | Principal

Phones: 801.683.3734 | Email: boris.petkovic@aquaeing.com

Mr. Petkovic has nearly a decade of experience in water resources and wastewater engineering with a focus on wastewater treatment facility design. Boris has established a reputation for his extensive expertise in designing headworks, clarification/sedimentation facilities, biological reactors, tertiary treatment processes, disinfection facilities and biosolids stabilization and handling facilities. Boris has a background in modeling wastewater systems, including mass balance and hydraulic profile modeling and calculations. He also has completed several storm water, culinary water, and wastewater master plans and studies.

### Project Experience

**City of Moab Water Reclamation Facility, City of Moab, UT. - \$9.6 million**  
Construction of a new 2.0 MGD Water Reclamation Facility. Sequencing Batch Reactor treatment facility, intermediate pump station, headworks facilities (screenings and grit removal), bio-solids holding and dewatering facilities, and UV disinfection facility.

**City of Richburg Water Reclamation Facility Solids Handling Project, Richburg, SC - \$4 million**  
Expansion of solids handling process by converting to anaerobic digestion and pasteurization to produce Class A biosolids and provide for solids storage.

**City of Elko Solids Handling Building Upgrade City of Elko, NV. - \$1 million**  
Existing solids handling building upgrade. The work included the analysis of odor control equipment and design of a new bio-solids truck loadout building.

**City of Elko Secondary Clarifier Upgrade, City of Elko, NV. - \$280,000**  
Upgrade of existing secondary clarifiers. The work included the analysis of clarifier performance and algae growth prevention measures, selection and procurement of new clarifier mechanisms, and installation of Stamford baffles.

**Fort Shafter Plate Pump Station, Honolulu HI, Water Reclamation Facility Construction Project - \$28.6 Million**  
Construction of a new Membrane Bio Reactor (MBR) water reclamation facility at the Fort Shafter Army Base. The project includes modification of a seventy-year-old pump station to anaerobic basins, construction of new aeration basins, construction of a new MBR basin, new headworks and solids handling equipment.

**City of Provo Water Reclamation Facility UT, UV Disinfection, Digester Mixing, and Headworks Modification Project - \$5 Million**  
Existing WRF upgrade project. The project includes modification of the existing headworks building, construction of a new UV disinfection building, and installation of new digester mixing equipment.

**Western Riverside County Regional Wastewater Authority (WRCRWRA), Riverside CA, Plant Expansion Project - \$3 Million**  
Specific duties included design of a new bioreactor basin, tertiary filtration system, sludge solar drying facility, and existing digester modifications (conversion from aerobic to anaerobic digesters).

**Western Riverside County Regional Wastewater Authority, Riverside CA, Expansion Study**  
Developed a study for a 5 MGD plant expansion. The study involved evaluation of process modifications, different solids stabilization and handling processes as well as an evaluation of overall plant energy consumption.

**City of Carrom Wastewater Treatment Plant Sludge Handling Project, Carrom, CA - \$2.6 Million**  
Plant modifications which included conversion of an existing chlorine contact basin to a sludge holding tank. Installation of primary and Waste Activated Sludge (WAS) screens, odor control, and associated pumping in a very complex site.

### Education

B.S. Civil & Environmental Engineering,  
University of Utah, 2005

M.S. Civil & Environmental Engineering,  
University of Utah, 2008

### Registration

Professional Engineer:  
UT

### Work Experience

10 Years

### Affiliations

WEAll, WEF

## Boris Petkovic, P.E. | Principal

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### Project Experience (continued)

#### **City of Elba Water Reclamation Facility Upgrade, City of Elba, NY. - (\$2.8 Million)**

Analyzed potential biological treatment process alternatives, selection of the biological treatment process, and final design. The final design included the construction of a new IPRC process basin and modification of several existing hydraulic and process structures (secondary clarifiers, hydraulic control structures, etc.)

#### **Western Riverside County Regional Wastewater Authority, Riverside CA, Aeration Upgrade -(\$1 Million)**

Conversion of existing Ox. Ditches to staged aeration. The work included process design, selection of the fine bubble aeration equipment, aeration blowers, and the design of blower building and aeration piping.

#### **Troisde City UT, Water Reclamation Facility Upgrade, Phase 1B - \$4 Million**

Upgrade of the existing facility including new circular concrete sludge holding tank with fine bubble diffuser mixing, modifications of the existing solids handling building, design of a new UV disinfection system and building (existing chlorine contact basin retrofit), and the design of a new solids dewatering building and sludge solar drying facility.

#### **Elwood Town Corporation UT, Wastewater Treatment Plant Construction Project - (\$3 Million)**

Construction of a new wastewater treatment plant. The project included construction of a new concrete tank for a sequencing batch reactor, construction of a new headworks/blower building, and the construction of a new disinfection building. Also, the project includes construction of several earthen basins, an effluent winter storage pond, and an irrigation pump station for the reclaimed effluent.

#### **West Wendover NV, Water Reclamation Facility Phase II Upgrade - \$8.8 Million**

Construction of a new influent lift station, addition of a new grit trap, construction of a new MBR facility with UV disinfection and modifications of the existing aeration basins. The project also included the expansion of the dewatering facility and the construction of a new building to house tertiary filters for the treatment of the stored effluent.

#### **City of Page AZ, Water Reclamation Facility Upgrade - (\$800,000)**

Evaluated existing facility process and hydraulic capacity and designed required modifications to allow de-nitrification in the existing oxidation ditches in order to produce Class A effluent.

#### **California City CA, Feasibility Study and Engineering Report**

Prepared a feasibility study and as subsequent engineering report for the potential expansion of the California City Water Reclamation Facility.

#### **City of Puyallup UT, Dewatering Building - (\$700,000)**

Construction of a new solids dewatering building with a screw press and cake conveyor system. Also, included modifications in the digester control building.

#### **Brigham City UT, Waste Water Treatment Plant (WWTTP) Upgrade -(\$4.0 Million)**

Project included addition of a new secondary clarifier with a scum pump station, addition of a new UV disinfection system and UV building, and an addition of a new solids dewatering building with new dewatering screw presses. The project also included modifications to the existing WWS/RAS pump station and modification of existing headworks building.

#### **Spanish Fork City Water Reclamation Facility UT, Anaerobic Digester Tank Addition**

Addition of an anaerobic digestion tank and modifications of the existing digester control room. The project included the design of a new concrete tank, mixing system (Linear Motion Mixer), modification of the sludge recirculation pumping and piping, addition of a new heat exchanger and boiler as well as modification of the existing anaerobic digestion tank (addition of Linear Motion mixer).

#### **City of Provo Water Reclamation Facility UT, Solids Handling Building Expansion**

The project included solids dewatering building expansion, addition of a new centrifuge, screw conveyor, sludge feed pump, mixing system for the sludge holding tank, and modifications of the existing solids hopper.



## Mark P. Jeppsen, P.E. - Principal

(801) 683-3760 - mark.jeppsen@skmeng.com

Mr. Jeppsen is an electrical, instrumentation and controls engineer with 21 years of experience in power design, controls engineering, process and instrumentation design, industrial network design, construction oversight, radio and telemetry systems, SCADA system design and integration and PLC and HMI design and integration. He has designed and integrated multiple potable water, secondary water, water treatment, wastewater collection and wastewater treatment systems. Design tasks include facility power, motor power and control, SCADA systems, instrumentation selection and control, process and instrumentation diagrams, communications networks and systems, control loop diagrams and descriptions. Integration tasks include control and PLC panel design and construction, PLC, OIT and HMI programming and commissioning, radio system integration and testing, instrument calibration, automated reporting systems and operator training and documentation.

### Project Role

Electrical & Controls Engineer

### Work Experience

21 Years

### Education

BS Electrical Engineering  
University of Utah, 2002

### Registration

Professional Engineer:  
Utah

### Certification

Ignition Gold Certification

### Specialties

- Electrical Engineering
- Control and SCADA Systems
- Design & Integration
- Network and Communications
- Design and Integration
- Water & Wastewater
- Facilities Process Control and Optimization
- Project Management
- Construction Management

### Project Experience

2000 - 2021:

**Juarez Community Services District (JCSD), Juarez, CA - Electrical and Controls Engineer**

Mark has worked with JCSD on various projects over the years including the Regional Lift Station and various other lift stations. He has also been the lead electrical engineer on Wells 13, 27 & 28 as well as the JCSD-PCSD Boulder Pump Station. Mark has worked closely with the District's controls engineer and OEM staff to develop design drawings that are tailored to the District's standards.

2000 - Present:

**Western Riverside County Regional Wastewater Authority (WRWRWA), Eastvale, CA - Electrical and Controls Engineer**

In 2008 Mark led the electrical and control design for an aeration upgrade at the WRWRWA plant. This included a new blower building with associated controls for the existing oxidation ditches. In 2012 Mark was the lead electrical engineer for a complete plant expansion at WRWRWA which also included new network, PLC, and HMI systems. Since the completion of the expansion, Mark has provided services for several projects and has provided on-call support for the facility.

2006 - Present:

**Salt Lake City, UT - Electrical and Controls Engineer**

SKM has been providing services to Salt Lake City for their various water and wastewater facilities since 2006. Mark is currently overseeing the implementation of a complete control system upgrade at the 50 MGD Water Reclamation Facility which includes control panel upgrades, PLC replacements and new HMI screens. SKM has designed a new WAS thickening facility and is currently designing a new Headworks facility. Mark is the lead engineer and project manager for electrical and controls upgrades at the 20 MGD Big Cottonwood Water Treatment Plant that will be completed in 2018.

2004 - Present:

**Central Weber Sewer Improvement District, UT - Electrical and Controls Engineer**

SKM has been working for Central Weber Sewer Improvement District (CWSID) since 2004 by providing electrical designs, controls upgrades and system maintenance. Mark has managed upgrades at the plant as they have come, including upgrades for the influent pump building, utility water pump building and PLC & HMI upgrades. In 2006 design began for a complete 60 MGD plant expansion and SKM was an integral part of the design and integration team. Construction for this project began in 2008 and was completed in 2012.

2004 - Present:

**Sandy City, UT - Electrical and Controls Engineer**

SKM provided the complete and operational SCADA System for Sandy City's Water System that was completed in 2005. Since then, SKM has provided incremental additions, improvements and maintenance including a new storm water system. The system consists of nearly 40 remote sites that consist of tanks, boosters and wells. In 2016 SKM provided an HMI system upgrade for the water and storm water systems.

2003 - Present:

**Park City, UT - Electrical and Controls Engineer**

SKM began working for Park City by providing the system integration for an iron, arsenic and manganese removal process at the Spito Water Treatment Plant in 2003. In 2012, SKM provided the complete and operational SCADA System for the Quin's Junction Water Treatment Plant, a microfiltration membrane process. This included PLC & HMI programming, custom reports and historical data gathering and display and commissioning. In 2016 SKM upgraded Park City's complete SCADA system which included their two water treatment plants and approximately 70 remote boosters, tanks, including skimmers, PRV stations and well houses.



# Mark P. Jeppsen, P.E. - Principal

## Project Experience (continued)

**2000 – Present:**

**City of Tropic, UT - Electrical and Controls Engineer**

Mark began working for the City of Tropic by providing electrical and controls maintenance at the City's Water Reclamation Facility. In 2011 Mark was the lead electrical engineer for the design, construction and integration of a plant expansion at the Water Reclamation Facility. In 2015 SKM began providing electrical and controls services for the City's utility water system.

**2002 – Present:**

**City of Panguitch, UT - Electrical and Controls Engineer**

The Panguitch Wastewater Treatment Plant was upgraded in 2002. Mark successfully implemented the electrical design for the project, oversaw the construction, and integrated the control system. A new fiber optic network was successfully installed and improved the operation and reliability of the SCADA system.

**1999 – Present:**

**Springville City, UT - Electrical and Controls Engineer**

Mark successfully designed and implemented the electrical and controls for two plant expansions at the Springville Wastewater Treatment Plant. The first expansion was in 1999 and the second in 2009. The expansions consisted of a new electrical service, new SCADA system and PLC replacements. SKM has been providing integration and maintenance services to the City since 1999.

**1999 – Present:**

**Spanish Fork City, UT - Electrical and Controls Engineer**

In 1999 SKM began working for Spanish Fork City by upgrading the electrical and controls system for their primary pump station at the Wastewater Treatment Plant. In 2004, the plant was expanded and Mark was the lead electrical and controls engineer for the project. He successfully implemented the electrical design for the project, oversaw the construction, and integrated the control system. A new fiber optic network was successfully installed and improved the operation and reliability of the SCADA system.

**1998 – Present:**

**West Wendover, NV - Electrical and Controls Engineer**

Since 1998 SKM has been providing services to the City of West Wendover for their water and wastewater systems. In 1999-2000 SKM performed a SCADA Systems replacement for both systems that incorporated new cables and equipment for their well field and pipeline located 20 miles from the City. In 2011-2012 SKM provided the design engineering and integration for a new MBR facility at the Water Reclamation Facility.

## Other Project Experience

Present: Beaumont City, CA. WWTP MBR and RO Expansion

Present: Las Gallinas, CA. WWTP Expansion

Present: City of Imperial, CA. WWTP MBR Facility Expansion

Present: Central Davis Sewer District, Kayville, UT. WAS Thickening Addition

2016: Ogden City, UT. Water System SCADA Upgrade

2016: Provo City, UT. WWTP UV Building Addition and Headworks Upgrade

2015: Ogden City, UT. WTP Microfiltration Upgrade

2015: Provo City, UT. WWTP Master Plan

2014: Imperial, CA. WTP Controls Upgrade

2013: City of Elko, NV. WWTP Upgrade

2013: Fort Shafter Falls, HI. WWTP MBR Facility

2011: Las Gallinas, CA. WWTP Microfiltration Addition

2011: Provo City, UT. WWTP Centrifuge Facility Upgrade

2011: Dream City, UT. WWTP Expansion

2010: Tasa, NM. WWTP MBR Facility Expansion

2010: Moriart, NM. WWTP MBR Facility

2009: Brigham City, UT. WWTP Expansion

2008: Heber, CA. WWTP Expansion

2008: Inscription Canyon Ranch, AZ. WWTP MBR Plant

2008: Edgewood City, NM. WWTP MBR Facility

2007: Gallup, NM. WWTP Expansion

2006: Jerome City, ID. WWTP MBR Facility

2005: Hynah City, UT. WWTP MBR Facility

2003: Oakley City, UT. WWTP MBR Facility





## Christina Nishimoto, PE, SE

Senior Engineer

*Kleinfelder*

### REGISTRATIONS

Registered Civil Engineer C 73208 (CA)  
Registered Structural Engineer SE 6084 (CA)

### EDUCATION

BS, Electrical Engineering  
University of Utah

Christina Nishimoto has nine years of professional experience including working with steel, concrete, masonry, and timber structures and is knowledgeable in the design considerations of all four materials and their respective governing codes. Her design phase work has included attending meetings, coordinating with other professional trades, structural analysis, and detailing.

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**Plant 150, East Valley Water District** - Christina serves as Project Engineer providing foundation calculations, drawings, and specifications for Plant 150, a centralized water treatment plant. The scope of work includes a ring foundation for two 500,000 gallon steel tanks for surface water, concrete foundations for an operations building, chemical building, and multiple ion exchange tanks.

**Miramar Clearwell Improvements, City of San Diego Public Utilities Department** - Christina serves as Project Engineer providing the design of two new rectangular hopper bottom reservoirs, totaling 58.3 MG. The structural system is a two-way reinforced concrete roof with drop panels supported seismically by perimeter concrete shearwalls. Christina is also designing a 5 MG chlorine contact chamber of similar structural system and assisting in managing the work of a number of subconsultants, including the water disinfection process, architectural, civil, landscaping, and environmental permitting.

**Point Loma Sedimentation Basin Rehabilitation, City of San Diego** - Christina served as Project Engineer on the Point Loma Wastewater Treatment Plant project that consists of 12 existing sedimentation basins constructed as several different projects starting in 1962 through 1996. The result of the varying projects is non-uniformity within the 12 basins. Christina provided support on structural engineering services provided by KLF|SWE which included site evaluation, design and drafting, and construction administration during the construction process. Additionally, Christina provided the design of a pipe support rack.

# Christina Nishimoto, PE, SE

Senior Engineer

*Kleinfelder*

**Pump Stations 1 and 2, City of San Diego Metropolitan Wastewater Department** - Christina provided structural calculations and construction support for this design-build project. KLF/SWE's scope of work included the design of a two-story concrete masonry building at Pump Station 2 as a sub-consultant to Carollo Engineers. The first floor of the building is an electrical room and the second floor is used for storage. The structural system of the building consists of long span trusses for the roof framing, composite floor, and a mat foundation.

**Twin Oaks Central Basin, Central Basin Municipal Water District** - Christina served as Project Engineer providing design calculations for the 50 MGD design/build water treatment plant. The design included pump stations, arc flow treatment barriers, two 14 MGD reservoirs, and an ozone treatment facility and filter basin.

**Pala Casino Wastewater Treatment Plant, Pala Band of Mission Indians** - Christina served as Project Engineer providing the design calculations for this project, which provided the Pala Band of Mission Indians a new wastewater treatment plant and upgrades to the existing lift station.

**Phase I Expansion, Riverside Regional Water Quality Control Plant** - Christina served as the Project Engineer and provided construction support services for the Phase I expansion. KLF/SWE's scope of work included design consulting services for this project. The expansion scope was to replace 20 MGD of existing conventional activated sludge capacity with 26 MGD of membrane bioreactor capacity.

## Section G. Project Experience

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### **Beaumont Treatment Plant Expansion and Salt Mitigation**

#### **City of Beaumont**

**Client Contact:** Elizabeth Gibbs-Urriaga, City Manager  
City of Beaumont | 951.337.6501 | egibbs@beaumontca.gov

This project was divided into two parts, 1) WWTP Upgrade/Expansion and 2) the Brineline. WEBB performed overall Program Management Support for the entire project.

#### **WWTP Expansion and Upgrade**

The existing WWTP needs to be expanded and upgraded. The WWTP is currently treating over 75% of its permitted capacity and therefore must begin the expansion process. Per the new Regional Water Quality Control Board's updated Basin Plan, the City must begin reducing TDS being discharged from the plant. The City completed a feasibility study to identify the best way to expand and upgrade the plant. The WWTP upgrades include additional headworks screening, flow equalization, grit removal, fine screens, MBR, reverse osmosis, biosolids dewatering, and drying.

#### **Brine Line - Final Design**

Brine disposal is an integral part of this project and was a key driver in the selection of this project. Without a safe, reliable, and cost effective way to dispose of the brine, this project cannot move forward and compliance with the Basin Plan would be impossible. The brine pipeline connecting to the Inland Empire Brine Line (IEBL) was determined to be the best option during the feasibility study, due to cost and certainty of operation. The brine line has been sized at 12-inches and will be approximately 23-miles long. The pipeline begins at the City's WWTP and ends near the City of San Bernardino's WWTP on Waterman Avenue. WEBB is also leading the permitting of this facility with Riverside County, San Bernardino County, City of Redlands, City of Loma Linda, and City of San Bernardino.





## Riverside Regional WQCP Phase 1 Plant Expansion

City of Riverside - Public Works Department

**Client Contact:** Craig Justice, Deputy Public Works Director Wastewater  
City of Riverside - Public Works Department  
951.351.6140

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The Riverside Regional Water Quality Control Plant (RWQCP) currently serves nearly 300,000 residents in the City of Riverside and several neighboring communities. The expansion project includes replacing 20 million gallons per day (MGD) of existing capacity with 26 MGD of new capacity. The improvements also include new solids processing facilities. As a consulting partner to CDM Smith and Black & Veatch, WEBB was responsible for all aspects of the civil design including record research to establish horizontal and vertical control consistent with the City's survey datum, aerial targeting and mapping, field topography mapping, existing utility identification and mapping, development of horizontal control drawings for existing and new facilities, development of grading plans for new improvements, development of yard piping drawings to connect existing and new facilities, development of demolition drawings to remove abandoned and unneeded facilities, and development of landscape plans.





## WRCRWA WWTP Expansion - 14 MGD

### Western Riverside County Regional Wastewater Authority

**Client Contact:** Tom Moody, Director of Utilities  
Western Riverside County Regional Wastewater Authority  
951.279.3660

The existing Western Riverside County Regional Wastewater Authority (WRCRWA) Treatment Plant (Plant) was originally placed in operation in March 1998 and was constructed as a design build project. The design capacity is 8.0 million gallons per day (MGD). The service area associated with this treatment facility has continued to grow over the past few years and several of the member agencies associated with the WRCRWA require additional wastewater capacity. As such, WEBB designed the 14 MGD plant expansion. The expansion project included evaluating alternatives to provide additional flow and biological capacity while reducing the overall cost of treatment. WEBB's design includes primary, secondary, and tertiary treatment along with disinfection and solids handling. Working with the member agencies, cost effective alternatives are being selected and refined to make this project affordable to build while reducing the cost of treatment. The project also includes chemical storage and pumping.

#### Project Highlights

- Expanded to 14 MGD
- Operating Facility
- Headwork Screening
- Biological Treatment
- Anaerobic Digestion
- Tertiary Filtration
- Sludge Dewatering and Drying
- Storage and Pumping
- Odor Control
- EQ Basin and Pump Station
- Covered Primary Clarifiers

## WEBB Sewer Lift Station Projects (Representative List)

Capacity (GPM)	Project	Client
3,000	Lift Station 80-03	CVWD
400	Lukens (Enchanted Heights) Lift Station	EMWD
300	Diana Lift Station Improvements	EMWD
130	Baxter Lift Station Retrofit	EMWD
320	Clearview Lift Station Retrofit	EMWD
285	Green Valley Lift Station	EMWD
500	Antelope Road Lift Station	EMWD
800	“B” Street Lift Station	City of Imperial
1,000	Sandalwood Glen Lift Station Rehabilitation	City of Imperial
700	Victoria Ranch Sewer Lift Station	City of Imperial
500	Claypool Lift Station Improvements	City of Imperial
750	Gateway of the Americas #2	Imperial County
19,000	River Road Lift Station	JCSD
1,750	Chandler & Archibald Lift Station	JCSD
1,000	Florine Lift Station Replacement	JCSD
350	Lakeside Lift Station Rehabilitation	JCSD
250	Sky Country Lift Station Rehabilitation	JCSD
4,500	Regional (Plant 1) Lift Station	JCSD
700	Clay/Van Buren Lift Station	JCSD
750	Linares Lift Station	JCSD
	Cliff Valley Lift Station	JCSD
110	44th Street Lift Station	JCSD
750	Firehouse Lift Station	Olivenhain MWD
4,000	Horno Lift Station Evaluation	Santa Margarita WD
750	Ripley Lift Station	Riverside County-EDA
500	Green River Lift Station	City of Corona
350	Gamble Lift Station	WMWD
750	Dauchy Lift Station	WMWD
3,500	South Regional Lift Station Analysis	WMWD
800	1269 Lift Station Analysis	WMWD
	Wood Road Lift Station (Planning Only)	WMWD
	Cajalco Lift Station (Planning Only)	WMWD

## Section H. References

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The City will benefit from WEBB's approach to client service. Client service is our number one goal. WEBB's reputation for superior quality work, integrity, and long-standing client relationships is a direct result of our industry proven capabilities and experience. We are proud of the name WEBB as it has become synonymous with quality experience and customer service. We encourage the City to speak with your staff who have worked with our firm or to call upon our references to truly understand the commitment we all make to each of our clients and their projects.

<b>Contact Person/Title</b>	<b>Agency</b>	<b>Contact Information</b>
Eddie Rhee, PE Engineering Manager	Jurupa Community Services District 11201 Harrel Street Jurupa Valley, CA 91752-3715	951.685.7434 x118 erhee@jcsd.us
John Gay Deputy Director of Public Works	County of Imperial - Public Works 155 South 11th Street El Centro, CA 92243-2803	442.265.1836 johngay@co.imperial.ca.us
Sambo Lay Civil Engineer	Eastern Municipal Water District 2270 Trumble Road Perris, CA 92572-8300	951.928.3777 lays@emwd.org
Jackie Loper Director of Community Development	City of Imperial 420 South Imperial Avenue Imperial, California 92251	760.355.3336 jloper@cityofimperial.org
Brian Laddusaw General Manager	Rubidoux Community Services District 3590 Rubidoux Boulevard Riverside, CA, 92509-4525	951.684.7580 bladdusaw@rcsd.org



# Section I. Scope of Services

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WEBB will perform the following Scope of Services for City of Beaumont’s Mesa Lift Station Upgrade Project. WEBB’s Team will include AQUA Engineering for mechanical and electrical equipment for the lift station, Kleinfelder for the structural design, and SKM for the electrical system on the lift station. WEBB’s scope and fee is based upon the project schedule. In the event the contractor exceeds the schedule, we will review the status of the work to determine the need for an adjustment in the budget amount.

## Engineering Support Services – Task 1 Lift Station

- Review of Shop Drawings and Construction Documents submitted by the contractor to the construction manager for conformance with specifications, and interpretation of contract documents with contractor as necessary (assume 16 submittals for the lift station). WEBB will log and track the submittals and RFIs received from the City for review. It is our understanding the City may review some items without forwarding to WEBB
- Attend Pre-construction Conference
- Attend Progress meetings (assume 24 virtual meetings)
- Review Contractor Requests submitted to WEBB by the City or construction manager for Information and clarifications (assume 10 RFI/RFCs for the lift station)

## Mitigation Monitoring and Reporting Program (MMRP) Compliance – Task 2

As part of the CEQA Addendum adopted for the Mesa Lift Station and Force Main Project on January 17, 2023, a Clarified Mitigation Monitoring and Report Program (MMRP) was prepared. MMRP mitigation measures **CMM BIO-1, CMM BIO-2, CMM BIO-7, CMM BIO-8, CMM CR-1, MM CR-2, MM PALEO-1, MM PALEO-2, and MM PALEO 3**, requires mitigation measures for biological, cultural, and paleontological resources that include monitoring, environmental awareness training, and a paleontological resources mitigation monitoring plan. Per the specification, the contractor will provide these services to assist the City in complying with these mitigation measures. WEBB will be available on an as-needed basis to provide input and guidance to the City regarding the contractor’s efforts associated with these mitigation measures. These services will only be performed at the request of the City’s project manager for the project.

## Construction Staking – Lift Station – Task 3

Set up to three temporary benchmarks at the lift station site for the contractor to use. Provide details of the benchmarks. One Mobilization assumed. Per the specifications, the contractor is required to protect the benchmarks in place or pay additional fees to replace the benchmarks. No budget for replacing the benchmarks is included herein.

## Project Management – Task 4

Project Management including invoicing and general coordination.

## **Additional Services**

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this proposal. The City may request that WEBB perform services which are Additional Services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

## **Exclusions**

Any work relating to the following is specifically excluded for the construction services proposed herein and, if required, must be contracted for under a separate contract or as an addendum to this contract:

- Change order review
- Preparation of as-builts
- Geotechnical, Compaction and Materials Testing (by City hired consultant)
- Utility Potholing (by contractor)
- Prepare Storm Water Pollution Prevention Plans (SWPPP) (by contractor)
- Permits and Payments (by City and contractor)
- Traffic Control Plans if needed (by contractor)
- Preparation of Utility Relocation Plans (not anticipated)
- Additional Meetings
- Property Acquisition
- Mitigation Activities including any training or field monitoring (by contractor)
- Operational Plan
- Assembling O&M Manuals (by contractor)
- Construction Management (by City)
- SCADA system integration
- Security System Integration
- Any other work task not specifically in the Scope of Services

This proposal is based in part on the assumption that the City acknowledges that WEBB is not responsible for the performance of work by third parties. Notwithstanding any other language contained herein, WEBB and its officers, directors, and employees, shall not be liable except to the extent that any project damages are directly attributable to the actions of WEBB.

# Section J. Cost Proposal

WEBB has included our cost proposal with hours and sub-consultant costs herein as requested by the City.



## Beaumont Mesa Lift Station Construction Support Services City of Beaumont

Item	Description	Reed Chilton Principal II	Joseph Khader Senior I	Bradley Sickett Principal II	Malissa Martinez Project Coordinator	Stephanie Standerfer Principal II	Autumn DeWoody Associate II	Party Chief/2-Person Survey Crew	Andres Lopez Senior I	Jordan Moretti Assistant V	Total Hours	Subtotal - Labor	Sub-consultant budget	Sub-consultant budget	Expenses	Total/task <sup>1</sup>
	<b>Billout Rate</b>	\$ 312	\$ 258	\$ 312	\$ 141	\$ 312	\$ 229	\$ 326	\$ 258	\$ 196						
<b>Task 1 - Engineering Support - Lift Station</b>			<b>33</b>	<b>15</b>	<b>8</b>						<b>56</b>	<b>\$ 14,322</b>	<b>\$ 63,679</b>	<b>\$ 59,047</b>	<b>\$ 50</b>	<b>\$ 73,420</b>
1.1	Submittal Review (Assume 16+4)		4		4						8	\$ 1,596	\$ 21,855	\$ 24,041		\$ 25,637
1.2	RFI/RFC Review (Assume 10)		2		4						6	\$ 1,080	\$ 14,279	\$ 15,707		\$ 16,787
1.3	Attend Pre-Con Meeting and 1 site visit		3	3							6	\$ 1,710	\$ 7,595	\$ 8,355	\$ 50	\$ 10,115
1.4	Attend Progress Meetings (Assume 24)		24	12							36	\$ 9,936	\$ 9,950	\$ 10,945		\$ 20,881
<b>Task 2 - MMRP Support</b>			<b>1</b>			<b>1</b>	<b>8</b>				<b>10</b>	<b>\$ 2,402</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250</b>	<b>\$ 2,652</b>
2.1	Support for all MMRP requirements		1			1	8				10	\$ 2,402	\$ -	\$ -	\$ 50	\$ 2,452
<b>Task 3 - Construction Staking</b>								<b>4</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>\$ 2,212</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ 2,262</b>
3.1	Lift Station Benchmark							4	2	2	8	\$ 2,212	\$ -	\$ -	\$ 50	\$ 2,262
<b>Task 4 - Project Management</b>		<b>6</b>		<b>3</b>	<b>6</b>						<b>15</b>	<b>\$ 3,654</b>	<b>\$ 9,352</b>	<b>\$ 10,287</b>	<b>\$ -</b>	<b>\$ 13,941</b>
4.1	Project Management	6		3	6						15	\$ 3,654	\$ 9,352	\$ 10,287		\$ 13,941
<b>Total</b>		<b>6</b>	<b>34</b>	<b>18</b>	<b>14</b>	<b>1</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>89</b>	<b>\$ 22,590</b>	<b>\$ 63,031</b>	<b>\$ 69,334</b>	<b>\$ 350</b>	<b>\$ 92,275</b>

1. Rounded to the nearest \$1.

# Section K. Additional Information

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No additional information at this time.



**EXHIBIT "C"**

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>HUB International Insurance Services Inc.</b>		License # 0757776	NAMED INSURED Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less  | <b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises   |
| <b>B.</b> Who Is An Insured – Unnamed Subsidiaries   | <b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| <b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees   | <b>J.</b> Incidental Medical Malpractice  |
| <b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | <b>K.</b> Medical Payments – Increased Limit  |
| <b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies   | <b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability                                      |
| <b>F.</b> Blanket Additional Insured – Controlling Interest  | <b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement                        |
| <b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers  | <b>N.</b> Contractual Liability – Railroads   |

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:  
**Sale Of Pharmaceuticals**  
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:  
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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



**c. Method Of Sharing**

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

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

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**ENDORSEMENT WC 99 03 76 ( A) - 003**

**POLICY NUMBER: UB-4J648178-24-43-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION  
FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT  
EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.

**Job Description**

ARCHITECTURAL SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 09/01/2024-09/01/2025  
Insured Albert A. Webb Associates

Policy No. UB-4J648178-24-43-G

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_