

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. 6th Street, Beaumont, California 92223 and, IMEG, whose address is 901 Via Piemonte ste. 400, Ontario, CA 91764 (“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 a Facility Conditions Assessment for 500 Grace Avenue; 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”) per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Nestor Ignacio 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 fifty-four thousand eight hundred ninety-four dollars (\$54,894.).

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

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

8. Indemnification.

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

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

incurred by CITY.

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

8A. Indemnification Design Professionals.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

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

12.03 CONTRACTOR shall retain and maintain, for a period not less than four

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
David , City Mayor

Date: _____

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk


Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

CONTRACTOR:


Digitally signed by
Nestor C. Ignacio, Jr.,
P.E.
Date: 2024.11.20
18:46:47-08'00'

By: _____

Print Name: Nestor C. Ignacio, Jr.

Title: Senior Principal, Project Executive

Date: 11-20-2024

EXHIBIT "A"

REQUEST FOR PROPOSAL

(insert behind this page)



Website:
www.beaumontca.gov

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

Phone:
951.769.8520

Request for Proposals for A Facility Condition Assessment For 500 Grace Avenue

Critical Proposal Due dates:

Item:	Dates:
Non-Mandatory Pre-Bid Walk	September 12, 2024 from 10-11 a.m. At 500 Grace ave. Beaumont, CA 92223
Questions Due by:	September 18, 2024 at 5:00 p.m.
Answers posted by:	September 25, 2024 at 5:00 pm
Proposals Due by:	October 07, 2024 at 5:00 p.m.

Contact:

Raveena Chara
Procurement and Contracts Specialist
rchara@beaumontca.gov

RFP Available on PlanetBids:

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



1. INTRODUCTION

The City of Beaumont ("City") requests written responses to a Request for Proposal (RFP) for Facility Condition Assessment services for the City-owned building at 500 Grace Avenue (500 Grace). The selected consultant will be one that has demonstrated experience and professionalism in the preparation of Facility Condition Assessments on schedule and on budget.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity in any proposal, withdraw or amend this RFP or reject any proposal that does not comply with this RFP or City policies.

2. THE CITY OF BEAUMONT

The City was incorporated in November 1912 and is located in the San Geronio Pass portion of western Riverside County. It is bounded on the west by Calimesa and unincorporated areas, on the north by unincorporated county areas (Cherry Valley), on the south by unincorporated county areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundary is approximately 30 square miles.

The City of Beaumont is rated one of the safest cities in southern California. The City has its own police department. Fire and paramedic services are contracted through Riverside County. The City of Beaumont has been one of the fastest growing cities in California over the past 15 years and has a current population of 54,690. An average of 500 new homes have been permitted annually since 2013 and the population has grown by approximately 1,500 residents each year. Beaumont has seen significant growth in its quality of workforce with educational levels and technical skills. The community has also seen growth in its household income levels. As a result of this growth, the City must continue to provide residents with the quality of life they expect. This involves expanding park and recreational amenities, maintaining a quality police force to keep pace with growth, construction of regional surface transportation projects, and to perform economic development activities to diversify the city's tax base and increase employment opportunities in the region.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies,



and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, and the Beaumont Parking Authority.

3. BACKGROUND

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome “stopping-off point” for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 54,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city operates 18 city-owned parks, including a 20-acre sports park as well as an extensive trails system. The Beaumont School District, with 12 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a state-of-the-art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, Riverside County Transportation Commission (RCTC), California Department of Housing and Community Development, the Federal Railroad Administration, the U.S. Economic Development Administration, and the U.S. Department of Justice.

4. SCOPE OF WORK

The intent of this Request for Proposal (RFP) is to secure the services of a qualified professional firm (Consultants) to prepare a Facility Condition Assessment to provide the City with an understanding of necessary Building Code and building system upgrades to 500 Grace to allow us to serve as a small business incubator, which may include a restaurant, brewery, and unrelated office tenants. The selected consultant will be one that has demonstrated experience and professionalism in the preparation of this type of evaluation and cost estimation.

Consultant must be proactive and knowledgeable of all regulations required for project acceptance. Consultant shall be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and budget.



The Scope of Service is included as Attachment A and is intended to identify the City's initial expectations and requirements. Consultants may suggest modifications to the proposed Scope of Services and shall expand the scope to include additional and/or optional tasks if deemed necessary to execute and facilitate the proposed services to complete the Project. At a minimum, the specific tasks identified in Attachment A are to be included in the proposed Scope of Services.

9. TERM

The initial term of the agreement shall be for the period of one (1) year from the commencement date. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

10. PROPOSAL REQUIREMENTS

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

- A. Cover Letter: Maximum of two (2) 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. The 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 of principal office that will be responsible for the implementation of this contract.
- F. Proposed Team: Provide a summary description of all 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 must be provided.
- G. References: Provide at least three (3) references from previous cities, counties or other agencies for similar work completed within the last five (5) years, which include: name, address, contact person and phone number for the agency, length of time services were provided, staff assigned to each project by your firm, and a description of the services provided. All submitted materials shall become the property of the City of Beaumont.
- H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Services should be presented in a logical format that can be easily attached to the Professional Services Agreement (Exhibit B). Any additional items not mentioned above in the list but needed to get to full design and construction shall be included in the proposal as additional items for consideration.
- I. Project Schedule: Provide a comprehensive Critical Path Method (CPM) schedule describing the nature and estimated timeline of proposed work objectives and milestones. Gantt chart preferred.
- J. Cost proposal: Provide detailed cost of services in a separate sealed envelope.

Costing should include:

- Provide a table with estimates based on information outlined in this RFP for Tasks 1.1, 1.2, 1.3, 1.4 and 2.
- Fixed prices, including out-of-pocket expenses, for all costs associated within the scope of this proposal
- Additional billable costs for non-specified tasks
- Total fees and expenses for the entire scope of the project
- Any area which proposers believe should be included in the scope of work in this proposal, but which is not stipulated in this RFP, and identifies the costs associated with the services rendered.

Please note, Proposers shall be expected to preplan to make cost saving reductions wherever possible. Pricing shall be all-inclusive of the document



imaging and quality control process (prep, naming, OCR, folder creation, organization, re-fastening/binding content, etc.).

- K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

11. SUBMITTAL

All questions regarding this RFP shall be submitted on planetbids by 5:00 p.m. PST September 18, 2024. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one (1) week of the question due date.

****DUE DATE FOR QUESTIONS IS TUESDAY, SEPTEMBER 18, 2024 BY 5:00 P.M.****

Submit one (1) digital copy in PDF format on Planetbids in accordance with the proposal submission deadline, which is **5:00 pm PST on October 07, 2024**. Proposal must be titled "Proposal for A Facility condition assessment for 500 Grace". 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 25 pages, using minimum 12-point font size.

****DUE DATE FOR PROPOSALS IS Monday, October 07, 2024 BY 5:00 P.M.****

By proposing on this project, you are indicating that you agree to all terms and conditions of the City's Professional Services Contract, which is attached to this RFP as Attachment C.

12. 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.

13. AMENDMENTS TO REQUEST FOR PROPOSALS

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



14. CITY OF BEAUMONT RIGHTS AND OPTIONS

This RFP does not commit the City of Beaumont to award a contract or to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information. Subsequent to negotiations, prospective consultants may be required to submit revisions to their proposals. 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.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. Proposals submitted in response to the RFP will not be returned.

15. 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.

16. PROPOSAL EVALUATION/SELECTION

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

- | | | |
|----|---|-----------------------|
| 1. | Understanding the scope of services and completeness of RFP | Available Points = 20 |
| 2. | Related experience and demonstrated skills | Available Points = 30 |
| 3. | Approach to performing this type of service | Available Points = 40 |
| 4. | Cost and Cost Effectiveness | Available Points = 10 |

Total Points Available = 100

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



Attachments

- A. Scope of Services
- B. 500 Grace Floor Plan
- C. Template Contract

ATTACHMENT A: Scope of Services

1.1. Pre-Assessment Preparation

- **Document Review:** Review existing building plans, previous inspection reports, maintenance records, and any relevant documentation.

1.2. On-Site Assessment

- **Structural Assessment:** Inspect the building's foundation, framing, roof structure, and exterior walls for signs of deterioration, damage, or structural deficiencies.
- **Mechanical Systems Assessment:** Evaluate the HVAC systems, including heating, ventilation, and air conditioning units, for performance and compliance with current standards.
- **Electrical Systems Assessment:** Assess the building's electrical systems, including wiring, panels, outlets, and lighting, for safety, functionality, and capacity to support a business incubator environment.
- **Plumbing Systems Assessment:** Inspect plumbing fixtures, piping, and water supply systems for leaks, compliance with codes, and functionality.
- **Interior and Exterior Condition:** Review interior finishes (walls, floors, ceilings), exterior conditions (siding, windows, doors), and general aesthetics for any signs of wear or damage. Include identification of all load bearing walls.
- **Safety and Accessibility:** Examine fire protection systems, emergency exits, and accessibility features to ensure compliance with local codes and standards for safety and accessibility.

1.3. Modernization and Upgrade Needs

- **Code Compliance:** Identify any code compliance issues related to current building codes and standards, including ADA (Americans with Disabilities Act) compliance.
- **Energy Efficiency:** Evaluate opportunities for improving energy efficiency, including insulation, windows, and energy-efficient lighting and HVAC systems.
- **Technology Integration:** Assess the potential for integrating modern technology, such as high-speed internet infrastructure and advanced communication systems, essential for a business incubator.

1.4. Reporting

- **Condition Report:** Provide a comprehensive report detailing the condition of each assessed system and component, including photographs, observations, and findings.



- **Repair and Modernization Plan:** Develop a prioritized action plan with recommended repairs, upgrades, and modernization measures, including a phased approach if applicable.
- **Cost Estimates:** Provide detailed cost estimates for each recommended action, including immediate repairs, medium-term upgrades, and long-term modernization needs.
- **Recommendations:** Offer recommendations for maintenance practices and future monitoring to ensure the building remains in good condition.

2. Deliverables

- **Pre-Assessment Report:** Summarize document review findings
- **On-Site Assessment Findings:** Detailed observations and findings from the on-site assessment.
- **Condition Report:** Comprehensive report on the building's condition.
- **Repair and Modernization Plan:** Prioritized list of repairs and modernization actions.
- **Cost Estimates:** Detailed cost breakdown for recommended actions.
- **Final Report:** A consolidated document including all findings, recommendations, and cost estimates.

3. Assumptions and Exclusions

- **Assumptions:** Access to all areas of the building will be provided, and no hidden conditions affecting the building's condition will be discovered.
- **Exclusions:** This assessment does not include detailed design or engineering services for repairs or modernization beyond the scope of the FCA.



Attachment B:

500 Grace Avenue Floor Plan



Attachment C:

Professional Services Agreement

EXHIBIT "B"

VENDOR'S PROPOSAL

(insert behind this page)



October 21, 2024

Raveena Chara
City of Beaumont, CA
Via Email rchara@beaumontca.gov

Re: Proposal for Study Services
City of Beaumont, CA
Facility Conditions Assessment for 500 Grace Avenue (Old School District Building)
Beaumont, California

Dear Raveena,

Thank you for the opportunity to submit a Proposal for a study of the existing Old School District Building. The estimated area is approximately 9100SF. Our study services include the following:

1.1. Pre-Assessment Preparation

Document Review: Review existing building plans, previous inspection reports, maintenance records, and any relevant documentation.

1.2. On-Site Assessment

Civil Assessment: Perform on-site ADA compliance, non-topographical survey, assessment of longitudinal and cross slopes with a smart level for all existing ADA accessible parking and existing Paths of Travel (POT) to the main Point(s) of Entry to the building. Perform on-site, non-destructive, visual assessment of all hardscape surfaces to determine any existing conditions and possible disturbances of surfaces for the area shown on the Civil Exhibit.

Structural Assessment: Inspect the building's foundation, framing, roof structure, and exterior walls for signs of deterioration, damage, or structural deficiencies. Where elements are not visible due to covering of building finishes, assumptions will be made based on the age of the building and structural system and will be noted in the report.

Mechanical Systems Assessment: Evaluate the HVAC systems, including heating, ventilation, and air conditioning units, for performance and compliance with current standards.

Electrical Systems Assessment: Assess the building's electrical systems, including wiring, panels, outlets, and lighting, for safety, functionality, and capacity to support a business incubator environment.

Plumbing Systems Assessment: Inspect plumbing fixtures, piping, and water supply systems for leaks, compliance with codes, and functionality.

Safety and Accessibility: Examine fire protection systems, emergency exits, and accessibility features to ensure compliance with local codes and standards for safety and accessibility.

Architectural: Review interior finishes (walls, floors, ceilings), exterior conditions (siding, windows, doors), and general aesthetics for any signs of wear or damage. Include identification of all load bearing walls. Examine fire protection systems, emergency exits, and accessibility features to ensure compliance with local codes and standards for safety and accessibility.

1.3. Modernization and Upgrade Needs

Code Compliance: Identify any code compliance issues related to current building codes and

standards, including ADA (Americans with Disabilities Act) compliance.

Energy Efficiency: Evaluate opportunities for improving energy efficiency, including insulation, windows, and energy-efficient lighting and HVAC systems.

Technology Integration: Assess the potential for integrating modern technology, such as high-speed internet infrastructure and advanced communication systems, essential for a business incubator.

1.4. Reporting

Condition Report: Provide a comprehensive report detailing the condition of each assessed system and component, including photographs, observations, and findings.

Repair and Modernization Plan: Develop a prioritized action plan with recommended repairs, upgrades, and modernization measures, including a phased approach if applicable.

Cost Estimates: Provide detailed cost estimates for each recommended action, including immediate repairs, medium-term upgrades, and long-term modernization needs.

Recommendations: Offer recommendations for maintenance practices and future monitoring to ensure the building remains in good condition.

2. Deliverables

Pre-Assessment Report: Summarize document review findings

On-Site Assessment Findings: Detailed observations and findings from the on-site assessment.

Condition Report: Comprehensive report on the building's condition.

Repair and Modernization Plan: Prioritized list of repairs and modernization actions.

Cost Estimates: Cost Estimates

Final Report: A consolidated document including all findings, recommendations, and cost estimates.

1. Study Services

Attend one (1) meeting at the project site or City Office to discuss our findings and recommendations.

Attend one (1) meeting via web.

2. Assumptions

Drawings of the existing architectural, civil, structural, mechanical, and electrical systems may not be available.

IMEG standard format for reports will be used.

This proposal excludes any site topographical, boundary, or any other surveys.

This proposal excludes any site underground utility locating, via Ground Penetrating Radar (GPR), or potholing, or other services.

The scope of work excludes a structural PML study. If required, IMEG can provide these services in a separate agreement.

On site measurements are excluded.

CAD drawings are excluded.

Analysis of non-visual or hidden building elements are excluded.

Drawings of the existing project area and underground utilities and architectural, structural, mechanical, electrical, and technology systems, which accurately represent the existing conditions, will be provided to IMEG. Copies and/or scans of existing drawings will be considered reimbursable costs.

Prior studies or reviews will be provided as background information.

AutoCAD files requiring only freezing of layers to be suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of backgrounds will be considered additional services.

IMEG standard format for reports will be used.

A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection

locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues.

IMEG’s opinion of probable construction costs will be based on the firm’s experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost. IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor’s work; or 3) the competitive bidding market at the time the project goes out to bid.

3. Compensation

We propose to provide the services described above for a fixed fee of \$54,894.00.

Description	Fee
Civil	\$8,000
Structural	\$7,200
Architectural	\$10,500
Mechanical/Plumbing	7,200
Electrical	\$7,200
Cost Estimator	\$10,434
Technology	\$4,360
Total	\$54,894

4. Project Expenses

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

- Postage and delivery charges.
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car and fuel, and other out of pocket travel related expenses.
- Meals and lodging, when required to travel overnight.
- Reproduction costs of drawings, specifications, and reports.
- Necessary consultants as approved by Client.

The following expenses are included in the above fee:

- Reproduction costs for electronic set(s) of drawings, specifications, and reports.

- Travel expense.

5. Additional Services

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

- Detailed field takeoff of utilities and dimensioning of existing and/or new equipment.
- Detailed takeoff cost estimating or review of detailed cost estimates prepared by others.
- Civil, structural, mechanical, electrical, and technology engineering design and preparation of construction documents for recommended items.
- Bidding and construction phase services.
- Evaluation for In-building Distributed Antenna Systems to support cellular devices has not been included.
- Audio Visual, paging or clock systems are not included in the assessment.

6. General

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. We look forward to working with you on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions, which imply acceptance of this Proposal such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of **all** terms and conditions of this proposal will be implied and contractually binding.

Client

City of Beaumont, CA

SIGN:

Raveena Chara

DATE:

IMEG

IMEG Consultants Corp.

SIGN:



Nestor C. Ignacio, Jr., P.E., Senior Principal,
Project Executive

DATE: October 21, 2024

Appendix A

Civil Exhibit



TERMS AND CONDITIONS

1. Definitions:

“Agreement” - Collectively IMEG’s proposal, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

“Change Order” - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

“Client” - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

“Day(s)” - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

“IMEG” - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

“Losses” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

“Party” - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

“Project” - The specific project for which Services are performed pursuant to this Agreement.

“Project Owner” - The party responsible for the initiation, funding, and oversight of the Project.

“Services” - The services or work performed by IMEG in any office location for Client on the Project.

“Standard Hourly Rates” - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“Standard of Care”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project’s duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG’s personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor’s or subcontractor’s performance or the failure of contractor’s or subcontractor’s work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG’s Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney’s fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Service: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG (“Instruments of Service”). Upon Client’s payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client’s sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$150,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12. Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Rev. 09.2024



2024 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$300
Client Executive / Market Director	\$285
Project Executive	\$240
Senior Project Manager 2	\$230
Senior Project Manager 1	\$210
Engineer of Distinction / Landscape Architect of Distinction / Planner of Distinction	\$230
Senior (Engineer / Landscape Architect / Planner) 3	\$220
Senior (Engineer / Landscape Architect / Planner) 2	\$205
Senior (Engineer / Landscape Architect / Planner) 1	\$185
Project (Engineer / Landscape Architect / Planner) 2	\$175
Project (Engineer / Landscape Architect/ Planner) 1	\$165
Graduate (Designer / Surveyor) 2	\$135
Graduate (Designer / Surveyor) 1	\$115
Senior Land Surveyor 3	\$180
Senior Land Surveyor 2	\$170
Senior Land Surveyor 1	\$160
Project Surveyor 2	\$150
Project Surveyor 1	\$145
Designer of Distinction	\$190
Senior (Designer / Crew Chief) 3	\$180
Senior (Designer / Coordinator / Crew Chief) 2	\$170
Senior (Designer / Coordinator / Crew Chief) 1	\$160
(Project Designer / Coordinator / Senior Technician / Crew Chief) 2	\$145
(Project Designer / Coordinator / Senior Technician / Crew Chief) 1	\$140
Designer 2 / Planner 2 / Technician 4	\$130
Designer 1 / Planner 1 / Technician 3	\$115
Design Technician 2 / Technician 2	\$110
Design Technician 1 / Technician 1 / Intern	\$100
Senior Construction Administrator	\$165
Construction Administrator	\$145
GIS System Architect	\$130
GIS Analyst	\$120
Senior Virtual Design Coordinator	\$150
Virtual Design Coordinator	\$140
Senior Virtual Design Technician	\$130
Virtual Design Technician	\$105
Administrative Assistant	\$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.



2024 STANDARD HOURLY RATES - SMEPT/MEQ/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	\$335
Client Executive / Market Director	\$300
Project Executive	\$275
Senior Project Manager 2	\$250
Senior Project Manager 1	\$215
Engineer of Distinction	\$260
Senior (Engineer / Planner / Consultant) 3	\$250
Senior (Engineer / Planner / Consultant) 2	\$215
Senior (Engineer / Planner / Consultant) 1	\$195
Project (Engineer / Consultant) 2	\$175
Project (Engineer / Consultant) 1	\$165
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$140
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$125
Designer of Distinction	\$225
Senior (Designer / Authority / Consultant) 3	\$205
Senior (Designer / Authority / Consultant) 2	\$200
Senior (Designer / Authority / Consultant) 1	\$180
Project (Designer / Authority) 2	\$165
Project (Designer / Authority) 1	\$155
(Designer / Authority / Analyst) 2	\$130
(Designer / Authority / Analyst) 1	\$120
Design Technician 2	\$105
Design Technician 1 / Intern	\$100
Senior Construction Administrator	\$195
Construction Administrator	\$160
Senior Virtual Design Coordinator 2	\$150
Senior Virtual Design Coordinator 1	\$140
Virtual Design Coordinator 2	\$135
Virtual Design Coordinator 1	\$120
Virtual Design Technician	\$105
Administrative Assistant	\$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

RAVEEN CHARA, THE CITY OF BEAUMONT, ITS ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA/EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA/EXCESS LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW.

POLICY NUMBER: TB5-Z91-469988

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured – OWNERS, LESSEES or
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Name of Additional Insured Person(s) or Organization(s): Any persons or organizations as required in a written contract or agreement to provide additional insured status except where such requirement is prohibited by law.	Location(s) of Covered Operations: All locations as required by written contract, agreement or permit to provide additional insured coverage for completed operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

POLICY NUMBER: TB5-Z91-469988

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Name of Additional Insured Person(s) or Organization(s): Any persons or organizations as required in a written contract or agreement to provide additional insured status except where such requirement is prohibited by law.	Location(s) of Covered Operations: All locations as required by written contract, agreement or permit entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:TB5-Z91-469988

COMMERCIAL GENERAL LIABILITY

CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

Any person(s) or organizations(s) where required by written contractor or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AS2-Z91-469988

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization you have agreed in writing through a written contract or agreement to add as an additional insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10 13

POLICY NUMBER: AS2-Z91-469988

**COMMERCIAL AUTO
CA 04 44 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy No: WC7Z91469988

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.

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.)

WC 00 03 13

**COVERAGE: UMBRELLA
POLICY NUMBER: CUP-0T461340**

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

COVERAGE: UMBRELLA
POLICY NUMBER: CUP-0T461340

EU 00 01 07 16

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.