



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 105 6th Street (Old Laundry Building)
Beaumont, California

Dear Raveena,

Thank you for the opportunity to submit a Proposal for a study of the existing Old Laundry Building with an approximate area of 1500SF built in the 1920s. 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. Attend one (1) meeting at **the project site or City office** to discuss our findings and recommendations.

Attend one (1) meeting via web.

1. Assumptions

Engineering and Architectural

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.

2. Compensation

We propose to provide the services described above for a fixed fee of \$40,776.00.

Description	Fee
Civil	\$8,000
Structural	\$5,400
Architectural	\$7,000
Mechanical/Plumbing	\$5,400
Electrical	\$5,400
Cost Estimator	\$5,216
Technology	\$4,360
Total	\$40,776

3. 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.
- Reproduction costs of hard copies 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.

4. 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.
- 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.

5. 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.