

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19<sup>th</sup> day of December, 2017, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and MOFFATT & NICHOL whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 (“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 Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project; and

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

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

### AGREEMENT

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

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

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Jim McCluskie as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided,

however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not two hundred ninety five thousand five hundred twenty three dollars (\$295,523).

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

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

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, 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 loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. With respect to all claims except those arising out of CONTRACTOR's performance of professional services hereunder, which are addressed in Subsection c. below, 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.

c. With respect to all claims arising out of CONTRACTOR's performance of professional services hereunder, CONTRACTOR shall 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, and attorneys' fees, court costs, interest, defense costs, including expert witness fees and any other costs or expenses incurred by the CITY to the extent such costs arise out of the negligence of CONTRACTOR in the performance of professional services hereunder

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data

or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

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

13. Miscellaneous Provisions.

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

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

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

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

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

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

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest



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

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

MOFFATT & NICHOL

By:   
Nancy Carroll, Mayor

By: 

Print Name: Jim McClellan

Title: Vice President

12/8/17

**EXHIBIT "A"**

**PROPOSAL**

## **Project: Pennsylvania Avenue Interchange Improvements**

The Beaumont City Council approved soliciting for outside professional engineering services to prepare design, environmental documentation, and right-of-way acquisition for this project:

*California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Support.* This project will expand the existing partial interchange to include a new westbound on-ramp and eastbound off-ramp to complement the existing ramps and create a full interchange. The City is leading a project to add two ramps to the Pennsylvania Avenue interchange with the I-10 freeway. The project would add a westbound on-ramp and eastbound off-ramp at Pennsylvania Avenue.

### **Scope of Services**

The following is our understanding of the scope of services and associated tasks to be completed.

- Task 1:** Data Collection, Document Reviews, and Field Studies/Site Visit
- Task 2:** Environmental Technical Studies
- Task 3:** Environmental Documentation and Clearance for the Pennsylvania Avenue Interchange Improvements
- Task PM:** Project Management and QA/QC Services

M&N has initially identified the following environmental topical areas (biological studies, cultural resource studies, and hazardous material services) to utilize Subconsultant services. Upon contract award and/or during the kick-off meeting, M&N proposes to jointly identify with the City the project requirements and specific services required. M&N will procure the needed local subconsultants for the project based on these requirements.

The Environmental Technical Studies will include both the Pennsylvania Avenue Interchange Improvements and Pennsylvania Avenue Widening Improvements projects. The Pennsylvania Avenue Grade Separation Improvements project will also be included if the design information is available.

#### **Task 1: Data Collection, Document Reviews, and Field Studies/Site Visit**

Within two weeks after project initiation and a kick-off meeting, M&N will initiate coordination with the City and engineering team, commence data collection and conduct field studies/site visits.

Activities to include the following:

- Data mining activities such as conducting research to obtain all relevant project data.
- Refine the Purpose and Need statement so that it accurately reflects the project intent and clearly defines the goals of the project.
- Identify the environmental footprint to include all project elements. The footprint will be used as a cornerstone of the environmental analysis (for the technical studies and environmental document) to identify the physical boundaries of the project study area. Coordinate with the design engineering team.

- Prepare the necessary environmental study maps for use in the technical studies and environmental document (e.g., project location map, project vicinity map, etc.)
- Conduct site visits

#### **Task 1 - Deliverables**

- Draft and final project description
- Draft and final Purpose and Need statement
- Environmental study limits/environmental footprint
- Draft and final project vicinity map
- Draft and final project location map

#### **Task 2. Environmental Technical Studies**

M&N will prepare an administrative draft of each technical study for City (and Caltrans, if needed) review as further described below. The scope includes one review/revision cycle.

##### *Air Quality Study:*

The Air Quality Study will be performed in accordance with Caltrans requirements and regulations, including the Caltrans Standard Environmental Reference. The analysis would first establish the regulatory setting of the project area, which includes the U.S. Environmental Protection Agency, California Air Resources Board, and the South Coast Air Quality Management District. If air quality impacts are identified, the consultant may work with the project team, City, Caltrans, and the SCAQMD to identify feasible recommended mitigation measures, as needed based on the impact analysis.

##### *Biology Study:*

The Natural Environmental Study (NES) Report will discuss the various biological resources within the study area. Relevant federal, state, and local policies and regulations related to biological resources in the project area will be summarized. The NES will include descriptions of sensitive wildlife, fisheries, botanical, and riparian resources in the project area and will list federal and state species of special concern that may occur and any potential effects on those resources in the project area. The NES will identify direct, indirect, and cumulative impacts associated with the proposed project, including any recommended and/or required mitigation measures.

We will discuss the roles of relevant agencies, such as United States Fish and Wildlife Service, United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). We also will describe possible strategies for obtaining permits, including a USACE 404 Permit, RWQCB 401 Certification, and CDFW Section 1602 Agreement. A wetland delineation report will be included as an appendix to the NES to identify federal and state wetlands and Waters in the project area to the USACE and CDFW standards. A biological assessment (for compliance with the Endangered Species Act Section 7) is not anticipated as impacts to federal and/or state-listed threatened or endangered species is not anticipated.

*Cultural Study:*

An Area of Potential Effect (APE) for cultural resources at the proposed project area will be established prior to the survey and in conjunction with the Caltrans District 8 Professionally Qualified Staff (PQS). The map will be modified depending upon the findings of the field survey and any changes will be reflected in a revised APE. The final APE maps must be reviewed and approved by Caltrans. Cultural studies will be conducted to identify archaeological and architectural history resources within the project area. Native American Consultation will occur to comply with AB52.

*Initial Site Assessment (Hazardous Materials) Study:*

Records Review: A search of selected government databases will be ordered from an environmental database company per ASTM E 1527-13.

Site Reconnaissance: An observational reconnaissance of the site will be performed for visual indications of environmental conditions including that which may suggest presence of hazardous materials. In addition, site conditions will be photo-documented. The site reconnaissance will be conducted by a qualified environmental professional as defined in ASTM E 1527-13 and Federal All Appropriate Inquiry (AAI) criteria.

Interviews: A reasonable attempt will be made to interview present and/or past owners, lessees, key site manager, occupant, and employees and adjacent tenants (provided they are cooperative) for additional information about past and present site usage, for properties adjacent to Caltrans right-of-way and particularly for “take” properties for expanded right-of-way.

Report Preparation: Upon completion of records review, reconnaissance and interviews, an illustrated draft report will be issued for comments prior to finalization. Once we have received and addressed the comments, a fully illustrated final report will be issued summarizing our findings, conclusions and recommendations.

*Paleontology Study:*

A literature record search for paleontological resources will be requested from the San Bernardino County Museum and will cover the study area (including a 1.0-acre buffer). Supplemental research on geological mapping, formations, previous paleontological studies and online paleontological databases will also be conducted. A report of findings will follow the guidelines of the Society of Vertebrate Paleontology.

*Water Quality Study:*

M&N will prepare a Water Quality Assessment Report (WQAR for the project that discusses watershed characteristics, groundwater hydrology (from the design engineer), regulatory requirements, pollutants of concern, receiving waters conditions, and beneficial uses. The report will also discuss design pollution prevention best management practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per the design engineer and Caltrans Storm Water Quality Handbooks Project Planning and Design Guide (as applicable). The project’s potential impact on water quality will be evaluated and may recommend mitigation measures necessary to prevent adverse water quality impacts.

### **Task 3. Environmental Documentation and Clearance for Pennsylvania Avenue Interchange Improvements**

Collaborating with the City in the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), M&N will complete the Initial Study Environmental Checklist, along with technical analyses. It is assumed that an IS/MND is the appropriate level of CEQA review for this project and that the City will be the CEQA Lead Agency; a Categorical Exclusion (NEPA CE) is the appropriate level of NEPA review for this project, and Caltrans will be the NEPA Lead Agency.

- **Prepare Admin Draft Initial Study Checklist.** M&N will prepare an Administrative Draft Initial Study Checklist, which will incorporate the results of the existing conditions inventory, and provide an analysis of the potential environmental impacts of the project. The impact analyses will include: discussion of existing conditions, identification, analysis, and evaluation of all potential environmental impacts, examination and recommendation of feasible ways to eliminate or minimize adverse environmental impacts, and discussion of cumulative impacts.
- **Prepare and Circulate Public Draft IS/MND.** Upon the City's approval of the Administrative Draft Initial Study, M&N will prepare the public Draft IS/MND for the 30-day public review. M&N will prepare a Notice of Intent (NOI) for posting at the County Clerk. We will work in consultation with City to develop a distribution list for the IS/MND. A public meeting is not anticipated for this project. The Notice of Completion (NOC) form will be sent to the State Clearinghouse, and M&N will draft notices for publication in local newspapers.
- **Prepare Final IS/MND.** Upon the close of the 30-day public review period, M&N will work with City staff to prepare the Final IS/MND. It is assumed that public comments will not require additional analyses, and no more than ten comments will be received. After adoption of the IS/MND, M&N will prepare the Notice of Determination (NOD) and post it with the County Clerk, and file the NOD with the State Clearinghouse. It is assumed that all filing fees required for posting of final IS/MND determinations, including California Department of Fish and Wildlife (CDFW), if needed, will be paid by the City.
- **Prepare NEPA CE.** Prepare the NEPA CE and submit to City/Caltrans for their review and Caltrans approval. The scope includes one review/revision cycle by the City/Caltrans.

#### **Task 3 - Deliverables**

- Admin Draft Initial Study Checklist (assume one round of comments by City)
- Print and mail hardcopies and CDs of the Public Review IS/MND to distribution list
- Post NOI at the County Clerk
- File NOC with State Clearinghouse
- Prepare newspaper notice to be published by City
- Final IS/MND (assume one round of comments by City)
- Posting of NOD with County Clerk
- File NOD with State Clearinghouse
- Draft and final NEPA CE

### **Task PM – Project Management and QA/QC Services**

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

#### **Key Tasks include:**

- Coordinate with City staff, design engineering team, and if needed, subconsultants and/or Caltrans.
- **Project Management Administration:** The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City's satisfaction.
- General administration, management, and processing of monthly invoices.
- Conduct quality assurance and quality control (QA/QC) reviews.

For completion of Tasks 1 through 3, assume MN will have on-going communication with the City and the design engineer to discuss the project design. The M&N Project Manager will conduct meetings, which will be attended by M&N and City personnel, including:

- One (1) kick-off meeting with City staff;
- Up to four (4) in-person meetings with City staff (and design engineer, if needed); and
- Up to eight (8) tele-conference meetings with City staff (and design engineer, if needed)

### **Project Schedule**

- The following schedule is **based on weeks** after Notice to Proceed (NTP)/kickoff meeting.



## **Optional Items**

M&N is a client focused firm and everything we do is centred around our clients, meeting their expectations by delivering excellent services at the agreed upon price within the agreed upon schedule.

None of the items listed below is part of the scope of work, but can be added if needed by the City.

### Public Outreach:

M&N can provide public outreach and support services associated with this project. The purpose of these meetings, if needed, is to obtain input from the public on the environmental documents. M&N can act as facilitator at the meetings, and provide media notices, agendas, notes and content. M&N staff have extensive experience in coordination of public outreach through various branches of federal, state, and local branches of government.

### Re-validation:

Due to NEPA Assignment from MAP-21 to Caltrans, a Re-validation may be required during final design, or the next major federal approval phase. The Re-validation form will be filled out, and submitted to the City/Caltrans for review and to Caltrans for approval.

### Regulatory Permitting Framework:

Our permitting experience includes obtaining federal, state, and local agency permits and approvals for various types of infrastructure projects, including roadway, rail, bridge, and wetland projects. The level of effort includes the following: determination of permit requirements and schedules, specialized report preparation, coordination with regulatory agencies, permit application preparation, permit application follow-up, and public hearings. M&N can act as the agent for the City to obtain the permits.

Coordination with the Western Riverside County Regional Conservation Authority early on in the environmental document process is suggested, as their regularly scheduled meetings give the City the opportunity to discuss the project in front of the applicable regulatory agencies for compliance with the multi-species habitat conservation plan (MSHCP). This information can then be documented in the environmental document, which streamlines the regulatory permitting that is required during final design.

## Cost Proposal | Pennsylvania Avenue Interchange Improvements

Task Description	Number of Hours	Fee (\$)
<b>1. Background Information</b> <ul style="list-style-type: none"> <li>• Record Research, Site Investigation</li> <li>• Project Description &amp; Purpose and Need</li> <li>• Environmental Mapping</li> </ul>	36	\$6,968
<b>2. Environmental Technical Studies</b> <ul style="list-style-type: none"> <li>• Air Quality</li> <li>• Biological Resources</li> <li>• Cultural Resources</li> <li>• Hazardous Materials</li> <li>• Paleontology</li> <li>• Water Quality</li> </ul>	104 26 26 26 26 92	\$61,444
<b>3. Environmental Document</b> <ul style="list-style-type: none"> <li>• CEQA IS/MND – Draft Environmental Document (DED)</li> <li>• CEQA IS/MND – DED Public Circulation</li> <li>• CEQA IS/MND – Final Environmental Document (FED)</li> <li>• NEPA CE – Draft and Final</li> </ul>	136 24 60 32	\$48,322
<b>PM. Project Management</b> <ul style="list-style-type: none"> <li>• Project Management/Meetings/Coordination</li> </ul>	48	\$12,000
<b>Subtotal</b>	636	\$128,734
<b>Subconsultants</b> <ul style="list-style-type: none"> <li>• Biological Resources</li> <li>• Cultural Resources</li> <li>• Hazardous Materials</li> </ul>	TBD	\$15,000 \$20,000 \$10,000
<b>Other Direct Costs</b> <ul style="list-style-type: none"> <li>• Mileage</li> <li>• Reproduction/Photocopies</li> <li>• Paleontology Database Search</li> </ul>	\$268 \$400 \$360	\$1,028
<b>TOTAL</b>	636	\$174,762

### Assumptions:

- The environmental technical studies will encompass both Pennsylvania Avenue improvement projects (and the grade separation if design information is available).
- The project will be approved via the Caltrans Permit Streamlined Process.
- Caltrans may review the environmental technical studies up to one time, and any outstanding comments will be addressed with a comment resolution conference call.
- Project Management assumes monthly coordination meetings including, but not limited to, the City, Caltrans, and design consultant.
- Contracts for all three Pennsylvania Avenue projects will be awarded and completed within the same time frame.

Revised 11/15/2017

## **Project: Pennsylvania Avenue Widening Improvements**

The Beaumont City Council approved soliciting for outside professional engineering services to prepare design, environmental documentation, and right-of-way acquisition for this project:

*California Environmental Quality Act (CEQA) only.* This project will widen Pennsylvania Avenue to four travel lanes from 1st Street to 6th Street. The project will be completed in three phases over the next 5 years. The first two phases will include expanding the existing interchange to include a new eastbound off-ramp and westbound on-ramp, as well as widening Pennsylvania Avenue to four lanes between 1st Street and 6th Street. The last phase of the project, expected in fiscal year 2021/22, will include the construction of a grade separation.

### **Scope of Services**

The following is our understanding of the scope of services and associated tasks to be completed.

- Task 1:** Data Collection, Document Reviews, and Field Studies/Site Visit
- Task 2:** Environmental Technical Studies
- Task 3:** Environmental Documentation and Clearance for the Pennsylvania Avenue Widening
- Task PM:** Project Management and QA/QC Services

The Environmental Technical Studies will include both the Pennsylvania Avenue Interchange Improvements and Pennsylvania Avenue Widening Improvements projects. The Pennsylvania Avenue Grade Separation Improvements project will also be included if the design information is available.

#### **Task 1: Data Collection, Document Reviews, and Field Studies/Site Visit**

Within two weeks after project initiation and a kick-off meeting, M&N will initiate coordination with the City and engineering team, commence data collection and conduct field studies/site visits.

Activities to include the following:

- Data mining activities such as conducting research to obtain all relevant project data.
- Refine the Purpose and Need statement so that it accurately reflects the project intent and clearly defines the goals of the project.
- Identify the environmental footprint to include all project elements. The footprint will be used as a cornerstone of the environmental analysis (for the technical studies and environmental document) to identify the physical boundaries of the project study area. Coordinate with the design engineering team.
- Prepare the necessary environmental study maps for use in the technical studies and environmental document (e.g., project location map, project vicinity map, etc.)
- Conduct site visits

### Task 1 - Deliverables

- Draft and final project description
- Draft and final Purpose and Need statement
- Environmental study limits/environmental footprint
- Draft and final project vicinity map
- Draft and final project location map

### Task 2. Environmental Technical Studies

M&N will prepare an administrative draft of each technical study for City review as further described in the Scope of Work for Task 2 for the Pennsylvania Avenue Interchange Improvements Project. Currently, the two projects are following a parallel path, and to streamline, one set of technical studies will be prepared for both projects. Information specific to this project will be incorporated into the environmental technical studies.

A NEPA nexus exists for the Pennsylvania Avenue Interchange Project, and not for this project, which means that Caltrans does not need to review these projects. If reviews by Caltrans cause a delay in the approval of the technical studies to be used in this project, information in the technical studies will be incorporated into the environmental document for this project (so that the schedule for this project is not delayed).

### Task 3. Environmental Documentation and Clearance for Pennsylvania Avenue Widening

Collaborating with the City in the preparation of an IS/MND, M&N will complete the Initial Study Environmental Checklist, along with technical analyses. It is assumed that an IS/MND is the appropriate level of CEQA review for this project and that the City will be the CEQA Lead Agency.

- **Prepare Admin Draft Initial Study Checklist.** M&N will prepare an Administrative Draft Initial Study Checklist, which will incorporate the results of the existing conditions inventory, and provide an analysis of the potential environmental impacts of the project. The impact analyses will include: discussion of existing conditions, identification, analysis, and evaluation of all potential environmental impacts, examination and recommendation of feasible ways to eliminate or minimize adverse environmental impacts, and discussion of cumulative impacts.
- **Prepare and Circulate Public Draft IS/MND.** Upon the City's approval of the Administrative Draft Initial Study, M&N will prepare the public Draft IS/MND for the 30-day public review. M&N will prepare a Notice of Intent (NOI) for posting at the County Clerk. We will work in consultation with City to develop a distribution list for the IS/MND. A public meeting is not anticipated for this project. The Notice of Completion (NOC) form will be sent to the State Clearinghouse, and M&N will draft notices for publication in local newspapers.
- **Prepare Final IS/MND.** Upon the close of the 30-day public review period, M&N will work with City staff to prepare the Final IS/MND. It is assumed that public comments will not require additional analyses, and no more than ten comments will be received. After adoption of the IS/MND, M&N will prepare the Notice of Determination (NOD) and post it with the County Clerk, and file the NOD with the State Clearinghouse. It is

assumed that all filing fees required for posting of final IS/MND determinations, including California Department of Fish and Wildlife (CDFW), if needed, will be paid by the City.

### **Task 3 - Deliverables**

- Admin Draft Initial Study Checklist (assume one round of comments by City)
- Print and mail hardcopies and CDs of the Public Review IS/MND to distribution list
- Post NOI at the County Clerk
- File NOC with State Clearinghouse
- Prepare newspaper notice to be published by City
- Final IS/MND (assume one round of comments by City)
- Posting of NOD with County Clerk
- File NOD with State Clearinghouse

### **Task PM – Project Management and QA/QC Services**

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

#### **Key Tasks include:**

- Coordinate with City staff, design engineering team, and if needed, subconsultants and/or Caltrans.
- Project Management Administration: The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City's satisfaction.
- General administration, management, and processing of monthly invoices.
- Conduct quality assurance and quality control (QA/QC) reviews.

For completion of Tasks 1 through 3, assume MN will have on-going communication with the City and the design engineer to discuss the project design. The M&N Project Manager will conduct meetings, which will be attended by M&N and City personnel, including:

- One (1) kick-off meeting with City staff;
- Up to four (4) in-person meetings with City staff; (and design engineer, if needed); and
- Up to four (4) tele-conference meetings with City staff (and design engineer, if needed)

### **Project Schedule**

- The following schedule is **based on weeks** after Notice to Proceed (NTP)/kickoff meeting.

## Optional Items

M&N is a client focused firm and everything we do is centred around our clients, meeting their expectations by delivering excellent services at the agreed upon price within the agreed upon schedule.

None of the items listed below is part of the scope of work, but can be added if needed by the City.

### Public Outreach:

M&N will provide public outreach and support services associated with this project. The purpose of these meetings is to obtain input from the public on the environmental documents. M&N will act as facilitator at the meetings, and provide media notices, agendas, notes and content. M&N staff have extensive experience in coordination of public outreach through various branches of federal, state, and local branches of government.

### Regulatory Permitting Framework:

Our permitting experience includes obtaining federal, state, and local agency permits and approvals for various types of infrastructure projects, including roadway, rail, bridge, and wetland projects. The level of effort includes the following: determination of permit requirements and schedules, specialized report preparation, coordination with regulatory agencies, permit application preparation, permit application follow-up, and public hearings. M&N will act as the agency for the City to obtain the permits.

Coordination with the Western Riverside County Regional Conservation Authority early on in the environmental document process is suggested, as their regularly scheduled meetings give the City the opportunity to discuss the project in front of the applicable regulatory agencies for compliance with the multi-species habitat conservation plan (MSHCP). This information can then be documented in the environmental document, which streamlines the regulatory permitting that is required during final design.

### Cost Proposal | Pennsylvania Avenue Widening

Task Description	Number of Hours	Fee (\$)
<b>1. Background Information</b>		
<ul style="list-style-type: none"> <li>• Record Research, Site Investigation</li> <li>• Project Description &amp; Purpose and Need</li> <li>• Environmental Mapping</li> </ul>	36	\$6,968
<b>2. Environmental Technical Studies</b>		
<ul style="list-style-type: none"> <li>• Air Quality</li> <li>• Biological Resources</li> <li>• Cultural Resources</li> <li>• Hazardous Materials</li> <li>• Paleontology</li> <li>• Water Quality</li> </ul>	24 30 30 30 30 24	\$35,168
<b>3. Environmental Document</b>		
<ul style="list-style-type: none"> <li>• CEQA IS/MND – Draft Environmental Document (DED)</li> <li>• CEQA IS/MND – DED Public Circulation</li> <li>• CEQA IS/MND – Final Environmental Document (FED)</li> </ul>	136 24 60	\$42,482
<b>PM. Project Management</b>		
<ul style="list-style-type: none"> <li>• Project Management/Meetings/Coordination</li> </ul>	36	\$9,000
<b>Subtotal</b>	460	\$93,618
<b>Other Direct Costs</b>		
<ul style="list-style-type: none"> <li>• Mileage</li> <li>• Reproduction/Photocopies</li> </ul>	\$268 \$400	\$668
<b>TOTAL</b>	460	\$94,286

#### Assumptions:

- The environmental technical studies will encompass both Pennsylvania Avenue Interchange and Widening projects (and the grade separation if design information is available).
- Subconsultant technical studies (biological resources, cultural resources, and hazardous materials) for the Pennsylvania Avenue Interchange project will be used for this project.
- Any Caltrans comments on the environmental technical studies (if any) will not cause a schedule delay on this project.
- Caltrans will not be directly involved with this project.
- The City will review the environmental document one time, and any outstanding comments will be addressed with a comment resolution conference call.
- Project Management assumes coordination meetings including, but not limited to, the City and design consultant.
- Contracts for all three Pennsylvania Avenue projects will be awarded and completed within the same time frame.

Revised 11/15/2017

## **Project: Pennsylvania Avenue Grade Separation Improvements**

The Beaumont City Council approved soliciting for outside professional engineering services to prepare design, environmental documentation, and right-of-way acquisition for this project:

*California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Support.* This project will lower Pennsylvania Avenue under the existing Union Pacific Railroad (UPRR) track.

### **Scope of Services**

The following is our understanding of the scope of services and associated tasks to be completed.

- Task 1:** Data Collection, Document Reviews, and Field Studies/Site Visit
- Task 2:** Environmental Technical Studies
- Task 3:** Environmental Documentation and Clearance for the Pennsylvania Avenue Grade Separation
- Task PM:** Project Management and QA/QC Services

The Environmental Technical Studies will include the Pennsylvania Avenue Interchange Improvements and Pennsylvania Avenue Widening Improvements projects. Due to geographic proximity, the Pennsylvania Avenue Grade Separation Improvements project will also be included if the design information is available.

If the design information is not available, then the Environmental Technical Studies will have "Memos to File" documents created.

#### **Task 1: Data Collection, Document Reviews, and Field Studies/Site Visit**

Within two weeks after project initiation and a kick-off meeting, M&N will initiate coordination with the City (and incorporate the engineering team once selected by the City), commence data collection and conduct field studies/site visits.

Activities to include the following:

- Data mining activities such as conducting research to obtain all relevant project data.
- Refine the Purpose and Need statement so that it accurately reflects the project intent and clearly defines the goals of the project.
- Identify the environmental footprint to include all project elements. The footprint will be used as a cornerstone of the environmental analysis (for the technical studies and environmental document) to identify the physical boundaries of the project study area. Coordinate with the design engineering team.
- Prepare the necessary environmental study maps for use in the technical studies and environmental document (e.g., project location map, project vicinity map, etc.)
- Conduct site visits

#### **Task 1 - Deliverables**

- Draft and final project description



- Draft and final Purpose and Need statement
- Environmental study limits/environmental footprint
- Draft and final project vicinity map
- Draft and final project location map

## **Task 2. Environmental Technical Studies**

M&N will prepare an administrative draft of each technical study for City review as further described in the Scope of Work for Task 2 for the Pennsylvania Avenue Interchange Improvements Project. To streamline, one set of technical studies will be prepared for the three projects. Information specific to this project will be incorporated into the environmental technical studies, or as a separate “Memo to File” if the design information is not available.

## **Task 3. Environmental Documentation and Clearance for Pennsylvania Avenue Grade Separation**

- Prepare CEQA Statutory Exemption for City review. Prepare draft and final Notice of Exemption (NOE).
- Prepare the NEPA CE and submit to City/Caltrans for their review and Caltrans approval.

## **Task 3 - Deliverables**

- Draft and Final CEQA Statutory Exemption
- File NOE with County Clerk
- Draft and Final NEPA Categorical Exclusion

## **Task PM – Project Management and QA/QC Services**

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

### **Key Tasks include:**

- Coordinate with City staff, design engineering team, and if needed, subconsultants and/or Caltrans.
- Project Management Administration: The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City’s satisfaction.
- General administration, management, and processing of monthly invoices.
- Conduct quality assurance and quality control (QA/QC) reviews.

For completion of Tasks 1 through 3, assume MN will have on-going communication with the City and the design engineer to discuss the project design. The M&N Project Manager will conduct meetings, which will be attended by M&N and City personnel, including:

- One (1) kick-off meeting with City staff;
- Up to two (2) in-person meetings with City staff (and design engineer and/or Caltrans, if needed); and

- Up to four (4) tele-conference meetings with City staff (and design engineer and/or Caltrans, if needed)

### **Project Schedule**

- The following schedule is **based on weeks** after Notice to Proceed (NTP)/kickoff meeting.

## **Optional Items**

M&N is a client focused firm and everything we do is centred around our clients, meeting their expectations by delivering excellent services at the agreed upon price within the agreed upon schedule.

None of the items listed below is part of the scope of work, but can be added if needed by the City.

### Public Outreach:

M&N will provide public outreach and support services associated with this project. The purpose of these meetings is to obtain input from the public on the environmental documents. M&N will act as facilitator at the meetings, and provide media notices, agendas, notes and content. M&N staff have extensive experience in coordination of public outreach through various branches of federal, state, and local branches of government.

### Regulatory Permitting Framework:

Our permitting experience includes obtaining federal, state, and local agency permits and approvals for various types of infrastructure projects, including roadway, rail, bridge, and wetland projects. The level of effort includes the following: determination of permit requirements and schedules, specialized report preparation, coordination with regulatory agencies, permit application preparation, permit application follow-up, and public hearings. M&N will act as the agency for the City to obtain the permits.

Coordination with the Western Riverside County Regional Conservation Authority early on in the environmental document process is suggested, as their regularly scheduled meetings give the City the opportunity to discuss the project in front of the applicable regulatory agencies for compliance with the multi-species habitat conservation plan (MSHCP). This information can then be documented in the environmental document, which streamlines the regulatory permitting that is required during final design.

### Cost Proposal | Pennsylvania Avenue Grade Separation

Task Description	Number of Hours	Fee (\$)
<b>1. Background Information</b> <ul style="list-style-type: none"> <li>Record Research, Site Investigation</li> <li>Project Description &amp; Purpose and Need</li> <li>Environmental Mapping</li> </ul>	36	\$6,968
<b>2. Environmental Technical Studies</b> <ul style="list-style-type: none"> <li>Air Quality</li> <li>Biological Resources</li> <li>Cultural Resources</li> <li>Hazardous Materials</li> <li>Paleontology</li> <li>Water Quality</li> </ul>	4 4 4 4 4 4	\$6,000
<b>3. Environmental Document</b> <ul style="list-style-type: none"> <li>CEQA Statutory Exemption</li> <li>NEPA CE – Draft and Final</li> </ul>	12 32	\$8,240
<b>PM. Project Management</b> <ul style="list-style-type: none"> <li>Project Management/Meetings/Coordination</li> </ul>	20	\$5,000
<b>Subtotal</b>	124	\$26,208
<b>Other Direct Costs</b> <ul style="list-style-type: none"> <li>Mileage</li> <li>Reproduction/Photocopies</li> </ul>	\$67 \$200	\$267
<b>TOTAL</b>	124	\$26,475

#### Assumptions:

- The environmental technical studies from the Pennsylvania Avenue Interchange and Widening projects will be used for this project (assuming design information for the grade separation is available). Based on the project schedules at this time, minor updates to the technical studies (as Memorandums to File) may be needed.
- Subconsultant technical studies (biological resources, cultural resources, and hazardous materials) for the Pennsylvania Avenue Interchange project will be used for this project.
- Caltrans will not be involved with this project.
- The City will review the environmental document one time, and any outstanding comments will be addressed with a comment resolution conference call.
- Project Management assumes coordination meetings including, but not limited to, the City and design consultant.

Revised 11/15/2017

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Moffatt & Nichol)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2<sup>nd</sup> day of January, 2019, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Moffatt & Nichol, whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY AND CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for providing Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project, dated December 19, 2017 (Exhibit B); and

B. WHEREAS the Parties wish to amend the Agreement to extend the term and authorize additional Services and corresponding payment to CONTRACTOR as outlined in their additional scope and fee proposal (“Proposal”) dated December 7, 2018, which is attached hereto as Exhibit A; and made a part hereof.

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE the Parties hereby amend the Agreement as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended until the Services are completed not to exceed three (3) years from the date of the Agreement or December 19, 2020.
2. **Additional Services and Compensation.** The parties agree to increase the scope of the Services, as provided in Section 2 of the Agreement, and accordingly increase the maximum limit on fees authorized to be paid by the CITY set forth in Section 4.01 of the Agreement by an additional Fifty One Thousand Six Hundred and Eighteen Dollars (\$51,618) for a total not-to-exceed amount under the Agreement as amended of Three Hundred Forty seven Thousand One Hundred and Forty One Dollars (\$347,141). Such compensation for Services, when earned by CONTRACTOR under the Agreement, shall be paid at the rates and on the terms and conditions set forth in

the Agreement.

3. **No Other Changes.** All other terms and conditions contained in the Agreement shall remain in full force and effect. To the extent of a conflict between this Amendment and the Agreement, as amended, this Amendment shall control. Provisions in the Proposal other than the price and the Services are of no force or effect. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.

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: \_\_\_\_\_

  
Julio Martinez, Mayor

**CONTRACTOR:**

McClatt & NICHOL

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

Print Name: MICHAEL J. McCARTHY

Title: VICE PRESIDENT

**Exhibit "A"**  
**Moffat & Nichol First Amendment Proposal**



3780 Kilroy Airport Way, Suite 600  
Long Beach, CA 90806

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December 7, 2018

Mr. Aftab Hussain, Public Works and Utility Manager  
The City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Subject: Regulatory & MSHCP Service for Pennsylvania Avenue Widening Project, Beaumont, CA**

Dear Mr. Hussain,

Per your request, Moffatt & Nichol (M&N) has prepared this proposal to provide regulatory permitting services and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) compliance for the Pennsylvania Avenue Improvement Projects (Project), located in the City of Beaumont (City), California. This effort was not originally included in M&N original scope/fee for environmental documentation work as jurisdictional features were not anticipated to be impacted. While doing technical studies to support the environmental document, jurisdictional features that require permits from the regulatory agencies, were identified in the project area. The scope of work for this proposal is based upon preliminary jurisdictional waters delineation survey results, previous communications between M&N and City, and our regulatory permitting experience with similar transportation projects in Riverside County.

This proposal will focus on streamlining the regulatory permitting services and MSHCP compliance required for three Pennsylvania Avenue projects (Pennsylvania Widening from two to four lanes between East 6<sup>th</sup> St. and East 1<sup>st</sup> St., I-10/Pennsylvania Avenue Interchange Project, and Pennsylvania Avenue Union Pacific Railroad Grade Separation Project). The goal will be to cover impacts to jurisdictional waters and riparian/riverine resources associated with these three projects into a single regulatory permit effort.

Anticipated regulatory permits include a 404 Nationwide Permit from the U.S. Army Corps of Engineers (USACE), 401 Water Quality Certification from the Santa Ana Regional Water Quality Control Board (RWQCB), and 1602 Agreement from the California Department of Fish and Wildlife (CDFW). A MSHCP Consistency Determination and Determination of a Biologically Superior or Equivalent Preservation (DBESP) is also anticipated for impacts to riparian/riverine resources. The City will make the Consistency Determination as the permittee and submit the associated DBESP (mitigation plan) for CDFW and United States Fish and Wildlife Service (USFWS) MSHCP agency staff (collectively the "Wildlife Agencies") review and comment. Compensatory mitigation required by state and federal agencies for the regulatory permits and the DBESP are anticipated to overlap.

M&N will rely on experience and relationships within the regulatory agencies to assist the City to expedite obtaining approvals. M&N's scope and fee, as well as estimated federal and state agency application and mitigation fees are attached (Appendix A). If you have any questions or require additional information, please contact me at 562-426-9551. We look forward to working with you.

Sincerely,  
MOFFATT & NICHOL

Stephanie S. Oslick, AICP, ENV SP  
Project Manager  
Encl: Attachment A: Scope of Work and Fee





# Attachment A

## (Scope of Work and Fee)

To perform services for this project Moffatt & Nichol (M&N) proposes the following scope of work:

### **TASK 1—PERMIT STREAMLINING STRATEGY AND MANAGEMENT**

**OBJECTIVE:** The M&N team will coordinate with the City and City's Consultant Project Engineer(s) on the projects to finalize the overall Project footprint, which will be utilized for jurisdictional waters impact analysis and calculations. M&N will provide strategy on avoidance to reduce compensatory mitigation requirements and minimize potential for triggering a more involved permit application process (i.e. to the greatest extent possible, emphasis will be placed on keeping impacts to USACE jurisdiction below 1/10 of an acre of impacts to Waters of the U.S. to qualify for a non-notifying Nationwide Permit 14).

#### **SCOPE OF WORK**

- Team coordination to finalize Project footprint, inclusive of Water Quality Best Management Practices (BMPs), currently being prepared by the City's Engineering consultant under separate contract. The City's Engineering consultant will provide the limits of disturbance footprint to M&N in two georeferenced shapefiles, one showing all permanent improvements and one showing limits of temporary impacts for staging and access (for both Waters of the U.S. and Waters of the State). This information will be used for inclusion in the regulatory permit applications and during coordination with regulatory agency personnel.
- The main permit streamlining goal will be covering impacts associated specifically with the Widening Project; however, the intent is to utilize the Widening Project's overall larger footprint to cover potential impacts of future Interchange Improvements and Grade Separation Improvements under a single permitting effort.
- Avoidance strategy to streamline the MSHCP/DBESP application and approval process similar to the regulatory permitting strategy discussed in the previous bullet.
- General administration, management, and processing of monthly invoices.

#### **DELIVERABLE**

- Task results will be included in Tasks 2, 3 and 4.

### **TASK 2—REGULATORY AGENCY PERMIT APPLICATIONS**

**OBJECTIVE:** The scope of this task is to assist the City in preparing applications for the USACE 404 Nationwide Permit, RWQCB 401 Certification and CDFW 1602 Agreement. All permit application and agency fees are assumed to be paid by the City. Estimates for agency fees are provided below for City reference in Table 4.

#### **SCOPE OF WORK**

- Prior to submittal of permit applications, M&N will contact USACE, RWQCB and CDFW staff to discuss permit application requirements, any potential issues and likely permit processing timelines.
- **U. S. Army Corps of Engineers (USACE).** Impacts to USACE jurisdiction are anticipated to be less than 1/10 of an acre of impacts to Waters of the U.S.; therefore, the Project should qualify for a non-notifying NWP 14. This is the most streamlined process that does not require submittal of an application, referred to by the USACE as a preconstruction notification form (PCN). Should impacts be determined greater than 1/10 of an acre (and a PCN be required) based on the approved Project

footprint, an optional task has been included to cover M&N’s work to prepare and submit a PCN on behalf of the City. The USACE does not require an application fee for the PCN.

- **Regional Water Quality Control Board (RWQCB).** Impacts to RWQCB jurisdiction are anticipated for impacts to Waters of the U.S. and waters of the State, triggering the need for a 401 Water Quality Certification. M&N will prepare the 401 Certification Application and submit to the RWQCB on behalf of the City. An estimate of the RWQCB application fee is provided for informational purposes, which was assessed using the FY 2018-2019 Dredge and Fill Fee Calculator (Effective Date 11/7/2018) Current Calculator accessed at [https://www.waterboards.ca.gov/water\\_issues/programs/cwa401/](https://www.waterboards.ca.gov/water_issues/programs/cwa401/). Assuming impacts to 1/10 acre of Waters of the U.S., the Application fee is anticipated to be \$1,638, which should also cover the total RWQCB’s Project fee. Please note the RWQCB’s Project fee can vary dramatically based on size of impact at \$14,489 per acre of impact (of Waters of the U.S.) – this is an agency fee and a separate cost from compensatory mitigation costs, which are also paid directly to the agency.
- **California Department of Fish and Wildlife (CDFW).** A CDFW 1602 Streambed Alteration Agreement will be needed for impacts to Waters of the State. M&N will prepare the 1602 Application and submit to CDFW on behalf of the City. Estimates for the CDFW application fees are \$5,145.75 based on the Standard Agreement fee schedule for a project that has a total cost of more than \$350,000 as found at the following link <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=153001&inline>. Again, this is an agency fee and a separate cost from any compensatory mitigation costs, which are also paid directly to the agency.

#### DELIVERABLES

- Permit application packages for USACE, RWQCB and CDFW. M&N assumes that impacts to Waters of the United States are less than 1/10 of an acre; therefore, no PCN is required and informal coordination with the USACE will be sufficient.
- If impacts are greater than 1/10 of an acre, an optional task (Opt. 2 ) is provided in Table 3 to cover the preparation of a PCN.

#### **TASK 3—COORDINATION WITH REGULATORY AGENCIES AND OBTAIN PERMITS**

**OBJECTIVE:** After the applications are submitted in Task 2, the primary objective of this task is to act as City’s agent in the permit procurement process and coordinate with the project team to obtain additional information for the agencies as requested, process the applications and obtain the permits.

#### SCOPE OF WORK

- **USACE.** If a PCN is required, an optional task (Opt. 3 in Table 3) has been included for coordination with USACE staff to answer questions and follow up with USACE staff until the 404 Nationwide Permit is obtained.
- **RWQCB.** Coordination with RWQCB staff will occur to answer questions and follow up with RWQCB staff until the 401 Water Quality Certification is obtained.
- **CDFW.** Coordination with CDFW staff will occur to answer questions and follow up with CDFW staff until the 1602 Streambed Alteration Agreement is obtained.
- This task assumes that no additional studies will be required, no in-person meetings will be needed, and no changes to the Project description or footprint will occur triggering the need for additional application submittals/augments and/or agency reviews.
- Assumes M&N will hold coordination meetings with the regulatory agencies by teleconference.



- Please note, Task 3 does **not** include compliance with regulatory permit conditions; however, this is included under optional Task 5 (fees are identified in Table 3), if the City would like M&N to perform these services.

#### **DELIVERABLE**

- Revised and/or provide additional information as requested by USACE, RWQCB and/or CDFW.
- Procure the USACE 404 Nationwide 14 Permit, RWQCB 401 Certification and CDFW 1602 Streambed Alteration Agreement.

#### **TASK 4—MSHCP AND DBESP COORDINATION WITH REGULATORY AGENCIES**

**OBJECTIVE:** The primary objective of this task is to act as City’s agent in facilitating documenting the Project’s Consistency with the MSHCP and gain Wildlife Agency’s approval of the DBESP.

#### **SCOPE OF WORK**

- **Wildlife Agencies.** Coordination with USFWS and CDFW MSHCP-division staff to obtain buy-off on the DBESP (mitigation plan).
- This task assumes that no additional studies will be required, no in-person meetings will be needed, and no changes to the Project description or footprint will occur triggering the need for additional application submittals/augments and/or agency reviews.
- A contingency budget has been included as an optional task (Opt. 4 in Table 3) should the Wildlife Agencies have extensive comments on the Consistency Determination/DBESP (included in the biological resources report currently being prepared under separate contract) or require additional surveys or studies. The scope of this optional task includes having to have the DBESP revised and conducting a Burrowing Owl survey/report.

#### **DELIVERABLE**

- Obtain the Wildlife Agencies’ Approval on the Consistency Determination and DBESP via email or department letterhead.

#### **TASK 5—PERMIT IMPLEMENTATION SERVICES FOR CONSTRUCTION (OPTIONAL)**

**OBJECTIVE:** Permit implementation services will be required prior to construction, during construction, and post construction to document compliance and project close-out with the agencies. Actual time and cost for this effort can vary dramatically based on ultimate permit conditions (once permits are procured and conditions known), contractor schedule, and contractor adherence to such conditions. Therefore, this task provides a list of anticipated services that will be required and assumes a time and materials estimated cost for 60 staff hours (Opt. 5 in Table 3).

#### **SCOPE OF WORK**

- Facilitate purchase of mitigation credits from an agency-approved mitigation bank such as the Riverside Corona Resource Conservation District.
- Environmental oversight of contractor provided reports (such as the preparation of a Nesting Bird Plan, pre-construction surveys, and any cultural/paleontological monitoring). The environmental oversight of contractor optional task is anticipated to include reviewing up to three reports, confirm that deliverables are submitted to regulatory agencies, and up to one field meeting.



- Pre-construction coordination with City staff, City Project Engineering Consultant(s), USACE, RWQCB and CDFW.
- Facilitate permit compliance and facilitate agency sign-off of completed work.

### **PROJECT SCHEDULE**

To accomplish these tasks M&N proposes the following schedule, as shown in Table 1, once given the notice to proceed (NTP):

***Table 1 – Project Schedule***

Task No.	Description	Schedule
1	Permit Streamlining Strategy and Management	After NTP to end of contract
2	Regulatory Agency Permit Applications (draft sent to City for review)	2 – 3 weeks (After approved footprint)
3	Coordination with Regulatory Agencies	3-12 months* (Subsequent to Task 2)
4	MSHCP and DBESP Coordination with Regulatory Agencies	Concurrent with Task 2 and 3

\* Note: Every effort will be made to streamline timing of obtaining the USACE 404 Permit, RWQCB 401 Certification and CDFW 1602 Agreement; however, workloads of Resource Agency personnel are outside of the control of M&N staff, and delays are possible.

### **M&N FEE SCHEDULE**

To accomplish these tasks M&N proposes the following fee schedule, as shown in Table 2, once given the notice to proceed (NTP):

***Table 2 – Fee Schedule***

Task No.	Task Description	Fee
1	Permit Streamlining Strategy and Management	\$1,694
2	Regulatory Agency Permit Applications RWQCB 401 and CDFW 1602	\$9,912
3	Coordination with Regulatory Agencies and Obtain Permits	\$10,430
4	MSHCP and DBESP Coordination with Regulatory Agencies	\$3,906
	<b>TOTAL</b>	<b>\$25,942</b>

Optional tasks are identified in Table 3.

***Table 3 – Optional Tasks Fee Schedule***

Task No.	Optional Task Description	Fee
Opt. 2	USACE 404 PCN (If required due to more the 1/10 acre impacts)	\$5,992
Opt. 3	USACE 404 PCN processing (If required due to more the 1/10 acre impacts)	\$2,870
Opt. 4	Contingency additional work required for DBESP (assumes 20 hours)	\$4,424
Opt. 5	Permit Implementation Services for Construction (assumes 60 hours)	\$12,390
	ODC - Mileage	\$68
	<b>OPTIONAL TOTAL</b>	<b>\$25,676</b>



**AGENCY FEES**

The following agency fees are estimated for the applications and compensatory mitigation and are provided to the City for informational purposes (Table 4). Such fees are subject to change and are not within the control of M&N.

*Table 4 – Agency Fees Anticipated (to be paid directly from City to Agency)*

Task No.	Description	Fee
1	404 USACE Application Fee	\$0
2	401 RWQCB Application and Project Fees (note that the total Project fee is \$14,489 per acre of impact; therefore, this fee will vary depending ultimate impact numbers)	\$1,638
3	1602 CDFW Application Fee (set fee for projects with a total cost of \$350,000 or more)	\$5,145.75
4	Compensatory Mitigation Credits (Estimated at \$265,000 per Acre x 3:1 ratio x estimated 0.2 acres of impact to Waters of U.S./State). Cost may be reduced or increased depending on level of actual impacts.	\$159,000
	<b>TOTAL</b>	<b>\$165,783.75</b>
<p>Note all fees are subject to agency review and based upon impacts to jurisdiction waters from the approved project footprint.</p>		



**Exhibit "B"**

**Moffat & Nichol Original Professional Services Agreement**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF BEAUMONT AND MOFFATT & NICHOL, FOR ENVIRONMENTAL  
SERVICES FOR THE PENNSYLVANIA AVENUE WIDENING PROJECT**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2<sup>nd</sup> day of February, 2021, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Moffatt & Nichol whose address is 4225 East Conant Street, Long Beach, CA 90808 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

- A. On December 19<sup>th</sup>, 2017, the City and MOFFATT & NICHOL, entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for providing Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project. ("Agreement").
- B. On or about, January 2<sup>nd</sup>, 2019, the City and MOFFATT & NICHOL entered into that certain FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") whereby the scope of services and compensation under the Agreement was increased.
- C. City has requested a further change in scope to the work under the Agreement regarding Environmental Services a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference.

2. AMENDMENT

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

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at Two Hundred Ninety Five Thousand Five Hundred Twenty Three Dollars (\$295,523.00). Under the First Amendment compensation was increased by the maximum amount of Fifty One Thousand Six Hundred Eighteen Dollars (\$51,618.00) resulting in total compensation under the Agreement not to exceed Three Hundred Forty Seven Thousand One Hundred Forty One Dollars

(\$347,141.00).

Per this Second Amendment, compensation of Three Hundred Forty Seven Thousand One Hundred Forty One Dollars (\$347,141.00) is increased by the maximum amount of Sixty Four Thousand Five Hundred Twenty Eight Dollars (\$64,528.00) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed Four Hundred Eleven Thousand Six Hundred Sixty Nine Dollars (\$411,669).

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

MOFFATT & NICHOL

By: 

Mike Lara, Mayor

By: 

Print Name: MICHAEL J. MCCARTHY

Title: VICE PRESIDENT



**EXHIBIT "A"**

**PROPOSAL DATED November 11<sup>th</sup>, 2020**

November 11, 2020

Mr. Jeff Hart  
City of Beaumont Public Works Director  
550 E. 6th Street  
Beaumont, CA 92223

Subject: Pennsylvania Avenue Widening Project - Amendment Request #2 for Environmental Documentation Services (CEQA)

Dear Mr. Hart:

Moffatt and Nichol (M&N) is pleased to provide the City of Beaumont with continued assistance on the Pennsylvania Avenue Widening Project. This amendment request is to our existing contract dated December 19, 2017 to provide "Environmental Documentation Services for Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project." Specifically, this Amendment #2 request is to (1) extend the contract beyond December 19, 2020, and (2) provide continued California Environmental Quality Act (CEQA) services for the Pennsylvania Avenue Widening Project (Widening Project) due to project description changes, changes to the CEQA Environmental Checklist, revision to USACE regulations on Waters of the United States definition, and new SB743 legislation (requirement to analyze vehicles miles travelled) that occurred in June-July 2020 after production of the environmental documentation had already commenced.

Amendment #1 dated January 2, 2019 was approved for (1) extending the contract to December 19, 2020 (term of agreement) and (2) providing Regulatory and Multiple Species Habitat Conservation Plan (MSHCP) services specifically for the Pennsylvania Avenue Widening Project (additional services and compensation). Amendment #1 services were not included in the original 2017 contract because the original contract was only for services during the environmental document phase (technical studies and the environmental document), and these regulatory services are completed during final design, which is the project phase after the environmental document phase.

M&N continues to provide CEQA services for the Widening Project, which initially commenced in December of 2019 and was anticipated to require a total of 47 weeks to complete. Project milestones include: prepare the environmental documentation, circulate for public review, respond to agency and public comments and file the notice of determination upon City certification of the environmental document (Initial Study/Mitigated Negative Declaration [IS/MND]) and project approval. Since 2019 and in June-July 2020, the Widening Project has undergone design changes from the original 95% Plan Set, regulatory changes (SB743 implementation and USACE jurisdiction definition), and also changes in CEQA that require additional effort to complete the tasks. Design changes include removing the sidewalk from the

east side of Pennsylvania Avenue, incorporating new structural Best Management Practices (BMP)s and a revised project footprint. These project description changes will require additional effort to update the supportive technical analysis/studies already completed and update environmental resource analyses in the IS/MND.

Recent (July 2020) state implementation of SB743 and transition to Vehicle Miles Travelled (VMT) analysis will also require additional effort to coordinate with the City's traffic consultant, and to update the IS/MND and air quality and noise analyses. See attached Air Quality and Noise Scope of Work from Entech Consulting Group.

Results of the palaeontological records search performed by the San Bernardino County Museum in September 2018 conducted a literature search which was not conclusive with regard to paleontological resources in the project area, and determined the need for a paleontological field survey of the project site. This scope of services includes a field survey of the project site with regard to paleontological resources, and a written report to document the findings. An addendum to the Cultural Report is also needed due to the change in project footprint. See attached Cultural Resource Assessment Addendum and Paleontological Survey/Assessment Scope of Work from CRM Tech.

As a result of the new project footprint and the new USACE regulations on their jurisdiction of waters of the US, changes have occurred which impact the analysis of the biological resources on the project site. Therefore, a Determination of Biologically Equivalent or Superior Preservation (DBESP) needs to be prepared. See attached DBESP Scope of Work from Jericho Systems.

Finally, the CEQA Appendix G Checklist (which is used for the IS/MND analysis) was revised, and additional questions/analysis needs to be conducted to comply with the new regulations.

Due to the various changes in circumstance regarding the project description, legislation and time-lapse in the assumed schedule described above, M&N respectfully requests additional authority to complete the revised technical studies and environmental document. The tasks and requested fees are described in Attachment A Scope of Work. The scope of work and fees are contingent upon the assumptions and exclusions also included in Attachment A.

If you have any questions or require additional information, please contact me at 562-317-3491. We look forward to working with you.

Sincerely,  
MOFFATT & NICHOL



Stephanie S. Oslick, AICP, ENV SP  
Project Manager  
Encl: Attachment A: Scope of Work and Fee

## **Attachment A (Scope of Work and Fee)**

### **TASK 1 – PROJECT DESCRIPTION UPDATES**

M&N will update the project description and environmental mapping based on design changes made to the original 95% Plan Set prepared by Kimley Horn (KH) in 2019 and revised in June-July 2020. The project description will account for removing the sidewalk from the east side of Pennsylvania Avenue, incorporating new structural Best Management Practices (BMP)s for Water Quality and the revised environmental project footprint.

#### **Scope of work:**

- Coordinate with Project Engineer for updated 95% Plan Set and CAD Files.
- Identify Project Description changes and revise per latest Plan Set.
- Convert CAD files to GIS and update environmental project footprint exhibit.

#### **Deliverable:**

- Revised Project Description and project footprint exhibit will be included in IS/MND.

### **TASK 2 – ENVIRONMENTAL TECHNICAL STUDIES COORDINATION AND QC/EDITS**

M&N will coordinate with the technical specialists to provide the latest Project Description, Environmental Project Footprint and respond to requests for information needed to update their analyses/studies. M&N oversight will include quality control for adequacy of analysis, findings and any required mitigation language consistent with CEQA.

#### **Scope of work:**

- Coordinate with specialists to revise analyses based on current conditions.
- Oversee and Quality Control of analyses and any proposed mitigation for Air Quality, Biological Resources, Cultural Resources, Hazardous Materials, Noise and Water Quality.
- Coordinate with City as needed regarding findings of the technical analyses.

#### **Deliverable:**

- No specific deliverable for this task. Deliverables associated with this task are included in Task 3 and Task 5 below.

### **TASK 3 – ENVIRONMENTAL DOCUMENT/ANALYSIS UPDATE**

M&N will revise the environmental document for consistency with the updated Project Description and Environmental Project Footprint described under Task 1 above. The Initial Study

covers 21 environmental topic areas based on the CEQA Guidelines Appendix G. Revisions will be made to ensure the document is up-to-date based on the current design, time-lapse since work was initiated in 2019 and new regulatory changes made to the updated CEQA Appendix G Environmental Checklist, USACE regulations, and SB 743 vehicle miles travelled (VMT) requirements.

**Scope of work:**

- Update IS/MND with new CEQA Appendix G checklist and answer questions.
- Review IS/MND environmental topic areas and update as needed for consistency with new Project Description and Environmental Project Footprint.
- Coordinate with City’s traffic consultant, review and comment on revised traffic study and update document analyses for consistency with SB 743 VMT analysis.

**Deliverables:**

- Revised administrative Draft IS/MND.
- Public Draft IS/MND for circulation.

**TASK 4 – PROJECT MANAGEMENT**

M&N will manage the environmental document, billing, invoicing and contract between the City and M&N’s subconsultants.

**Deliverable:**

- No specific deliverable for this Task.

**TASK 5 – SUBCONSULTANT TECHNICAL ANALYSIS/STUDY UPDATES**

M&N and our specialists will revise the technical analyses consistent with the revised Project Description and Environmental Project Footprint, and to account for the time lapse since the project was initiated in 2019 and the changes in regulation that have occurred during that time (i.e. CEQA Appendix G Updates, SB743 VMT requirements, and USACE definition changes to Waters of the US). Also, required is a paleontology field survey based on results of the SB County Museum database research.

**Scope of work:**

- Update analyses and studies consistent with current revised project description, environmental footprint, and regulations.

**Deliverable:**

- Revised analyses and studies for Air Quality, Biological Resources, Cultural Resources, Hazardous Materials, Noise and Paleontology.

**Table 1. Task Description and Cost Proposal  
 Pennsylvania Avenue Widening Project Amendment #2 (CEQA)**

Task Description	Hours	Fee (\$)
<b>1. Project Description Updates</b> <ul style="list-style-type: none"> <li>• Review revised Plans and coordinate with City/Engineer</li> <li>• Revise Project Description for City Approval</li> <li>• Environmental Mapping – Revise per New CAD files</li> </ul>	18	\$3,756
<b>2. Environmental Technical Studies Coordination and QC/Edits</b> <ul style="list-style-type: none"> <li>• Air Quality</li> <li>• Biological Resources</li> <li>• Cultural Resources</li> <li>• Hazardous Materials</li> <li>• Noise</li> <li>• Water Quality</li> </ul>	50	\$10,392
<b>3. Environmental Document/Analysis Updates – Due to:</b> <ul style="list-style-type: none"> <li>• CEQA IS/MND – Draft Environmental Document (DED) – Changes in Project Description, SB743/Traffic Study and updated technical studies.</li> </ul>	100	\$21,280
<b>4. PM. Project Management</b> <ul style="list-style-type: none"> <li>• Additional Project Management/Meetings/Coordination</li> </ul>	20	\$4,504
<b>Subtotal</b>	<b>188</b>	<b>\$39,932</b>
<b>5. Subconsultant Technical Analysis/Study Updates</b> <ul style="list-style-type: none"> <li>• Air Quality – New project description &amp; SB743/Traffic Study</li> <li>• Biological Resources – New footprint, time-lapse &amp; DBESP</li> <li>• Cultural Resources Addendum – New footprint</li> <li>• Hazardous Materials – New footprint &amp; time-lapse</li> <li>• Noise – New project description &amp; SB743/Traffic Study</li> <li>• Paleontology – Field survey per SB County Museum</li> </ul>	TBD	\$8,538 \$5,000 \$1,880 No change \$7,218 \$1,960
<b>Subtotal</b>	<b>TBD</b>	<b>\$24,596</b>
<b>Total</b>	<b>188</b>	<b>\$64,528</b>

**Assumptions and Exclusions:**

1. The Project will not require Caltrans review or approval of the Environmental Document or Technical Studies. The City is the CEQA Lead Agency and there is no NEPA nexus.
2. No additional project description changes will occur as of the 95% plans provided to M&N in June-July of 2020. Project description changes may require a revised scope of work.
3. This scope of work is valid for 90 days, and is consistent with the original 47-week project schedule. Any delays beyond M&N’s control may require a revised scope of work.
4. The scope of work assumes no new significant environmental impacts will be triggered due to the project description changes made in June-July 2020 or due to new SB743 legislation.

## Scope of Work

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# City of Beaumont Pennsylvania Avenue Widening Air Quality & Noise GHG of Work

DATE: May 20, 2020  
PREPARED FOR: Stephanie Oslick  
PREPARED BY: Michelle A. Jones, Principal Entech Consulting Group

### Purpose and Objective

The City of Beaumont proposes to widen Pennsylvania Avenue consistent with the General Plan Circulation Element, in the central part of the City of Beaumont along the I-10 corridor from its existing two-lane configuration to four lanes, to accommodate projected growth and current congestion. The portion of Pennsylvania Avenue to be widened is a 2,700-foot-long segment (0.51 miles) between 6th Street on the north.

### Air Quality Scope of Work

As part of the environmental analysis, an air quality and greenhouse gas analysis must be prepared to satisfy the CEQA requirements. The air quality and greenhouse gas analysis will require demonstrating whether or not the project will:

1. Conflict with or obstruct implementation of the applicable air quality plan;
2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
3. Result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment under applicable federal or state ambient air quality standards (including releasing emissions which exceed quantitative thresholds for ozone precursors);
4. Expose sensitive receptors to substantial pollutant concentrations; or
5. Create objectionable odors affecting a substantial number of people.
6. Generate greenhouse gas emissions, either directly or indirectly that may have a significant impact on the environment
7. Conflict with an applicable plan, policy, or regulation adopted to reduce the emissions of greenhouse gases

### Threshold of Significance Evaluation for Project Construction Impacts

The focus of the construction analysis will be on the pollutant of greatest concern, PM<sub>2.5</sub>, and Ozone. The project area is currently nonattainment for Ozone, PM<sub>2.5</sub>, and PM<sub>10</sub>. Significant increases in these pollutants can lead to adverse health effects as well as nuisance concerns. PM<sub>2.5</sub> emissions are produced from excavation, grading demolition, vehicle travel, and paved and unpaved surfaces. The use of diesel-powered construction equipment produces ozone precursor emissions and combustion-related particulate emissions. Emission calculation tools such as the Sacramento Roadway Construction Emission model will be used to quantify emissions from construction and compared to SCAQMD thresholds to determine significance.

**Threshold of Significance Evaluation for Operational Impacts**

The most recent version of the EMFAC2017 model will be utilized to obtain daily emission levels for all criteria pollutants from the operation of the project. These daily emission levels will be compared to the SCAQMD thresholds to determine significance.

CO Hot-Spot Screening Analysis: At a local level, the project will be screened to determine if the project worsens air quality for CO. If the project is determined to have a potential to worsen air quality impacts a detailed analysis will be conducted. It is assumed that this project will not trigger a detailed analysis. The project will be screen utilizing the traffic study to determine if one of the following conditions occur

- Will Level of Service (LOS) on one or more streets or at one or more intersections in the project vicinity will be reduced to LOS E or F? or
- Will the project substantially worsen an already existing LOS F on one or more streets or at more or more intersections in the project vicinity?

*Greenhouse Gas/Climate Change-* Quantification of GHG will be performed to determine emission levels from both the construction and operational aspects of the proposed project. EMFAC2017 will be utilized to estimate CO<sub>2</sub> emissions from the construction and operation of the proposed project. The analysis will discuss project implementation measures that can be employed to reduce the GHG emissions and potential climate change impacts from the projects. Utilizing the analysis identified above, an Air Quality Technical Report will be prepared in accordance with provisions of CEQA requirements.

**Air Quality Budget**

<b>Staff Name</b>	<b>Michelle Jones/ Principal</b>	<b>Total</b>
Hourly Rate	\$170.76	
Air Quality & GHG Analysis	50	\$8,538.00
Total Hours	50	
<b>Total Costs</b>		<b>\$8,538.00</b>

**Noise Scope of Work**

These proposed improvements along Pennsylvania Avenue may have the potential to change noise levels in areas that are sensitive to changes in noise levels. Projects of this type are required to undergo CEQA review to identify the environmental impacts of the project and determine whether identified impacts are significant. Impacts will be considered significant if the noise level exceeds the Land Use Compatibility Criteria for the adjacent land use category as established in the City of Beaumont’s General Plan noise element. Information developed from the CEQA noise analysis will support the development of the environmental documentation for the project.

***Conduct On-Site Monitoring of Sensitive Receptors***

Entech Consulting Group will conduct a reconnaissance of the project area to determine sensitive land use categories. Residential land uses south of the Auto Zone near Pennsylvania Avenue and those within 200 feet North of E 6<sup>th</sup> St. have been identified in the project area. Field measurements will be



performed at these sensitive land uses to determine the existing noise environment by taking and up to three (3) short-term measurements during the noisiest hour (during free-flowing traffic conditions with the highest volume), which typically occurs between 10 am and 2 pm. Measurements will be conducted utilizing a Type 1 noise meter and in accordance with generally acceptable environmental noise standards for field measurement as defined by the Caltrans Technical Noise Supplement Manual (September, 2013).

***Predictive Noise Modeling***

Entech Consulting Group will conduct noise modeling to predict current, future no-build and build alternatives using the appropriate noise predictive model TNM 2.5 (Traffic Noise Model) at sensitive land uses. Prediction is based on inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography, and distance of the project from the receivers. Predicted noise impacts will be presented for the future build condition and compared to the land use compatibility criteria for the associated land use category.

**Construction Noise**

Entech Consulting Group will perform a construction noise analysis to predict construction noise levels from the project site to demonstrate compliance with the noise ordinance.

**Mitigation**

Mitigation measures will be discussed to reduce noise associated with the construction of the project.

**CEQA Checklist Noise Questions**

The Entech will prepare a Technical Noise Report to respond to the CEQA checklist questions related to noise.

<b>Staff Name</b>	<b>Cammila Blasquez/ Environmental Scientist</b>	<b>Michelle Jones/ Principal</b>	<b>Total</b>
Hourly Rate	\$ 83.22	\$174.76	
Field Monitoring	16		\$1,331.52
TNM Modeling/Analysis		8	\$1,398.08
Technical Memo/ CEQA Questions		20	\$3,495.20
<b>Total Hours</b>	<b>16</b>	<b>28</b>	<b>\$6,224.80</b>
<b>Other Direct Costs</b>			
Sound Level Meter Rental			\$750
Travel Costs			\$243
<b>Total Costs</b>			<b>\$7,217.80</b>

***Assumptions***

Moffit & Nichol will provide traffic data and design files for the project alternatives.



47 1st Street, Suite 1  
Redlands, CA 92373-4601  
(909) 307-5633

November 11, 2020

Stephanie S. Oslick, AICP, ENV SP  
West Coast Director of Environmental Services  
Moffatt & Nichol  
4225 East Conant Street  
Long Beach, CA 90808

RE: Proposal for Determination of Biologically Equivalent or Superior Preservation (DBESP)  
Pennsylvania Avenue Widening  
Beaumont, Riverside County, California

Dear Stephanie:

Jericho is pleased to provide this Proposal to Determination of Biologically Equivalent or Superior Preservation (DBESP) for the above-referenced Project.

#### **PROJECT UNDERSTANDING**

The proposed Project encompasses approximately 2,800 linear feet of roadway along Pennsylvania Avenue, between 1<sup>st</sup> Street and 6<sup>th</sup> Street. Plans are to widen the roadway from two lanes to four lanes, for a potential total Project Impact area of approximately 13 acres, based on engineering plans from the City of Beaumont.

In June 2018, Jericho conducted a biological assessment and a Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis. The result of these studies identified Riparian/riverine resources were found within a segment below the UPRR/I-10 corridor. Due to presence of Riverine/Riparian resources, MSHCP requires that a Determination of Biologically Equivalent or Superior Preservation (DBESP) must be developed that addresses the replacement of lost functions of habitats regarding the listed species, if these species cannot be avoided. This analysis is separate from any regulatory review/permitting by the CDFW and RWQCB.

#### **SCOPE OF WORK**

##### *Task 1: Determination of Biologically Equivalent or Superior Preservation*

As identified in Section 6.1.2 of the MSHCP, *Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools*, riparian/riverine areas are defined as areas dominated by trees, shrubs, persistent emergent plants, or emergent mosses and lichens which occur close to or are dependent upon nearby freshwater, or areas with freshwater flowing during all or a portion of the year. Conservation of these areas is intended to protect habitat that is essential to a number of listed or sensitive water-dependent fish, amphibian, avian, and plant species. This analysis is independent from considerations given to “waters of the U.S.” and “waters of the State” under the Clean Water Act and the California Fish and Game Code.

In accordance with the MSHCP, if a project will impact riparian/riverine habitat, no matter how small the acreage of impact and an avoidance alternative is not feasible, then a DBESP will be needed to ensure replacement of any lost functions and values associated with loss riparian/riverine habitat will be biological equivalent or superior to the existing habitat. The DBESP is separate from the regulatory permitting process (i.e., USACE CWA Section 404, RWQCB CWA Section 401, and CDFW Section 1602).

Prior to preparing the DBESP, Jericho will conduct a pre-application meeting with the County and the applicant to review the proposed Project which will help guide the design and the DBESP process.

A DBESP will be prepared that will include the following information:

- Definition of the project area;
- A written project description, demonstrating why an avoidance alternative is not possible;
- A written description of biological information available for the project site including the results of resource mapping;
- Quantification of unavoidable impacts to riparian/riverine areas associated with the project, including direct and indirect effects;
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement;
  - Mitigation measures developed during the regulatory permit process with the CDFW will be used to offset impacts to riparian/riverine habitat as appropriate. If additional mitigation is necessary, for riparian/riverine habitat, additional mitigation measures will be included.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
  - Effects on Conserved Habitats;
  - Effects on the listed species; and
  - Effects on riparian Linkages and function of the MSHCP Conservation Area.

Prior to approval of the DBESP, the Wildlife Agencies (i.e., USFWS, CDFW, and the RCA) will be notified and provided a 60-day review and response period on the draft report. The proposed scope of services includes preparation of a DBESP to be reviewed by (1) the Client, and (2) the Wildlife Agencies. This task includes the distribution of up to six (6) hard copies (3 for the distribution of the draft report and 3 for the distribution of the final report) of the DBESP, response to two (2) sets of comments, and updates to the DBESP as appropriate.

## **FEE SCHEDULE**

Jericho is sensitive to the needs of all of our clients and their budgets. Our approach is designed to save the client money and time by providing a flat rate for services. The cost is identified as follows:

Tasks	Cost
<b>Task 1</b> Determination of Biologically Equivalent or Superior Preservation	\$5,000
<b>Total</b>	<b>\$5,000</b>

## PROJECT SCHEDULE

The work to complete these tasks can begin upon authorization of our proposal and contract acceptance.

Based on our recent experience with DBESP processing through the County, it is anticipated that work will be complete within approximately three to six months from authorization of this task. Jericho will work expeditiously with the agencies as we are aware of the needs to complete this project as soon as possible.

Jericho appreciates the opportunity to continue to be of service. If you have any questions or need any clarifications, feel free to contact me at (909) 307-5633 or at [shay@jericho-systems.com](mailto:shay@jericho-systems.com)

Sincerely,



Shay Lawrey, President



**CRM TECH**

1016 E. Cooley Drive, Suite A/B  
Colton, CA 92324

July 15, 2020

Moffatt & Nichol  
3780 Kilroy Airport Way, Suite 600  
Long Beach, CA 90806  
Stephanie S. Oslick, AICP, ENV SP

**SCOPE OF WORK AND COST PROPOSAL**

**Addendum Report to a Previously Completed  
Cultural Resource Assessment  
And for a Paleontological Survey/Assessment  
For the Pennsylvania Avenue Street Widening Project  
City of Beaumont, Riverside County, California**

CRM TECH is submitting to Moffatt & Nichol ("Client"), this proposal to conduct an addendum study for the project referred to above. Between June and September 2018, CRM TECH completed a historical/archaeological resources study for the project. Since then some changes have been made in the project area, such that some parts of current project area were not included in the earlier study. Those areas now need to be inspected for cultural resources. An addendum report will be prepared to present the results of the cultural investigation of those additional areas.

Additionally, at this time, a paleontological survey is also required. The tasks and cost of completing the paleontological survey/assessment are presented separately in this document.

**Scope of Work: Cultural Resources Addendum**

In order to complete a cultural resources assessment of the additional area, CRM TECH would accomplish the following tasks:

1. Use the provided shape files of the boundaries of the new, additional areas that were not included in the earlier study and produce maps of them on historic-period and current maps and aerial images for use when reviewing the records search and historical background research results and during the field survey; appropriate figures will be included in the addendum report.
2. Review the results of the historical/archaeological resources records search previously completed for the project area for information regarding previously completed cultural resource studies and previously recorded cultural resources in the project area and vicinity.
3. Review the general prehistorical and historical background research previously completed to, once again, become familiar with the prehistorical and historical context of the area and for information about previous land uses and development trends within and around the project area.

4. Conduct a field survey of the new, previously unsurveyed parts of the project area following professional archaeological procedures; this will include, among other standard procedures, inspecting the entire ground surface of the previously unsurveyed areas, documenting the current conditions, and taking overview photographs.
5. Prepare an addendum report to document the methods and findings of Tasks 1-4, stating our results, conclusions, and recommendations for cultural resources with regards to these new areas.

**Cost: Cultural Resources Addendum**

CRM TECH proposes to complete the tasks listed above for the addendum report for this project for a cost of **\$1,880.00**.

**Scope of Work: Paleontological Survey/Assessment**

To satisfactorily complete the paleontological survey/assessment of the entire project area, CRM TECH will conduct the following tasks:

1. Using the digitized data of the entire project area, produce a figure showing the project area on one or more geologic maps of the area.
2. Review the paleontological resources records search completed by the San Bernardino County Museum for information regarding geological formations and other information regarding paleontologically sensitive sediments and paleontological resources within and near the project area.
3. Review pertinent paleontological literature and geological maps for information regarding geological formations and paleontological resources in the project area and vicinity.
4. Conduct a field survey of the entire project area following standard professional paleontological procedures.
5. Prepare a report to document the methods and findings of Tasks 1-4, identifying any potential fossil-bearing soils and paleontological resources within the project area, if any, discussing their possible significance, and recommending subsequent courses of action for paleontological compliance for the project.

**Cost: Paleontological Resource Survey/Assessment**

CRM TECH proposes to complete the paleontological study for a cost of **\$1,960.00**.

**Total Cost: Both Studies**

This results in a combined cost for both the cultural resources addendum study and the paleontological resources survey/assessment of **\$3,840.00**.

**Reimbursable Expenses**

No reimbursable expenses or indirect costs will be added to our invoices. The prices include items such as mileage, copying and printing, and administrative fees.

**Payment Schedule**

The full amount will be due upon completion of the final reports.

**Project Schedule**

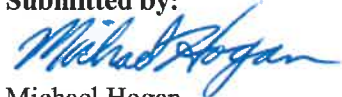
*Start date:* Immediately upon authorization to proceed.

*Completion date:* The study will be completed by a date agreed upon by CRM TECH and the Client; CRM TECH may be able to complete these studies in approximately 2 weeks.

**Agreement**

If the Client agrees to the terms and conditions of this proposal, an authorized signature below will constitute a contract and an agreement to proceed. Alternatively, this document can be incorporated into the Client's standard subconsultant agreement.

**Submitted by:**

  
Michael Hogan  
CRM TECH

**Agreed to by an Authorized Representative of Moffatt & Nichol:**

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Signature Printed name and title Date