

**AGREEMENT FOR PROFESSIONAL SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) is made and effective on this day of _____, by and between the **CITY OF BEAUMONT**, a California municipal corporation (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and **Albert A. Webb Associates**, a California corporation whose address is 3788 McCray Street Riverside, California 92506 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

RECITALS

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

A. City desires to engage Contractor to provide the following services: Engineering Design Services for Capital Improvement Project R26-08: Brookside Street Improvements; and,

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on April 30, 2029, unless extended by the parties with the approval of the City Council of the City.

2. Services to be Performed. Contractor agrees to provide the services (“Services”) as follows: Engineering Design Services for Capital Improvement Project R26-08: Brookside Street Improvements in accordance with Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Joseph Caldwell, as Contractor’s Representative responsible for overseeing the Services provided by Contractor (“Contractor’s Representative”). City designates the City Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

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 prior written consent of City.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of Five Hundred Ninety-Six Thousand Four Hundred Dollars and Zero Cents (\$596,400.00).

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

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

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

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

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

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

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate 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. 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 including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor

shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

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

6.01 Commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 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 insurance 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 insurance 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. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers' compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required (X); 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.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [] (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the contract work.

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 the same.

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.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

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

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

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project 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 use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the

shortfall in wages and shall indemnify, defend, and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

13.11 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.14 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.15 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.16 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.17 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

13.18 Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party (“electronic signature”). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties

[SIGNATURES ON FOLLOWING PAGE]

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

ALBERT A. WEBB ASSOCIATES

By: _____

By: _____

Print
Name: _____

Print
Name: Joseph C. Caldwell

Date: _____

Date: 4/14/2026

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

EXHIBIT "A"
PROPOSAL -SCOPE OF SERVICES

A L B E R T A .

WEBB

A S S O C I A T E S



webbassociates.com



Proposal to Provide Engineering Design Services for the

R-26-08 BROOKSIDE STREET IMPROVEMENTS

February 26, 2026

RFP # R-26-08

Prepared for:
City of Beaumont

3788 McCray Street
Riverside, CA 92506

951.686.1070

Cost Proposal

Item	Description	Jeff T. Hart, Principal II	Joseph C. Caldwell, Principal II	Eric Hays, Principal II	Ranjit Singh, Principal II	Joshua J. O'Rourke, Associate II	Haley C. Franco, Assistant V	Reed E. Chilton, Principal II	Stephanie N. Standerfer, Principal II	Emily Webb, Associate III	Noemi Avila, Assistant III	Nicholas R. Lowe, Principal II	Son H. Le, Senior I	Cole Benner, Assistant V	Deborah A. Saulina, Assistant V	Jeffrey P. Hutchins, Senior II	Guillermo Gonzalez, Assistant V	Joseph Chang, Assistant IV	Michael E. Johnson, Principal II	Jon Ros, Senior II	Riley Skvarca, Assistant V	Asia Lazo, Project Coordinator	2-Man Survey Party	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹	
	Billout Rate	\$ 290	\$ 290	\$ 290	\$ 275	\$ 195	\$ 170	\$ 290	\$ 290	\$ 210	\$ 140	\$ 290	\$ 225	\$ 170	\$ 170	\$ 235	\$ 170	\$ 155	\$ 290	\$ 235	\$ 170	\$ 110	\$ 291						
Task 1 - Project Management		6	9	78	16	8	106					20			3	3		8						257	\$ 59,205	\$ -	\$ -	\$ 59,100	
1.1	Work Plan and Project Initiation	1		8			8					1			1									19	\$ 4,430	\$ -	\$ -	\$ 4,400	
1.2	Meetings and Coordination																								\$ -	\$ -	\$ -		
1.3	- Kickoff Meeting (1)	1	1	4	1	2	4					1				1								15	\$ 3,610	\$ -	\$ -	\$ 3,600	
1.4	- Monthly Progress Meetings (13)			26	13		26					16				2		8						91	\$ 21,885	\$ -	\$ -	\$ 21,900	
1.5	- Additional Coordination Meetings (2)		2	4	2	2	4					2												16	\$ 3,940	\$ -	\$ -	\$ 3,900	
1.6	- City Council Meeting (1)		2	4		4	4																	14	\$ 3,200	\$ -	\$ -	\$ 3,200	
1.7	- Project Coordination - General (14 Months)			7			14																	21	\$ 4,410	\$ -	\$ -	\$ 4,400	
1.8	Project Schedule/Updates - (14 months)			7			14																	21	\$ 4,410	\$ -	\$ -	\$ 4,400	
1.9	Qa/Qc Coordination and Management (4 Submittals)	4	4	4			4																	16	\$ 4,160	\$ -	\$ -	\$ 4,200	
1.10	Shared Documents Folder Management (14 months)						14								2									16	\$ 2,720	\$ -	\$ -	\$ 2,700	
1.11	Monthly Progress Reports and Invoice (14 Months)			14			14																	28	\$ 6,440	\$ -	\$ -	\$ 6,400	
Task 2 - Data Gathering and Analysis		3	3	7	10	40	13		3		6	3		6										94	\$ 20,130	\$ -	\$ -	\$ 20,200	
2.1	Project Database (gather, review, and compile data)			2	4	16	8																	30	\$ 6,160	\$ -	\$ -	\$ 6,200	
2.2	Basis of Design Memorandum - Draft			2	4	16	1		2		4	2		4										35	\$ 7,370	\$ -	\$ -	\$ 7,400	
2.3	Basis of Design Memorandum - Final			2	8	1			1		2	1		2										17	\$ 3,480	\$ -	\$ -	\$ 3,500	
2.5	Qa/Qc (2 submittals)	3	3	3			3																	12	\$ 3,120	\$ -	\$ -	\$ 3,100	
Task 3.1/3.2 - Survey and Control/Right of Way Base Map		2	3	7	3	20	9												8	16	9	2	24	103	\$ 24,549	\$ -	\$ 160	\$ 24,700	
3.1	Field Topographic Mapping			2		4	2												1	3	9	1	16	38	\$ 8,991	\$ -	\$ 107	\$ 9,100	
3.2	Right of Way Base Map			2		4	2												3	13		1	8	33	\$ 8,063	\$ -	\$ 53	\$ 8,100	
3.2.1	Technical Memo - Draft		1	1	2	8	2												2					16	\$ 3,610	\$ -	\$ -	\$ 3,600	
3.2.2	Technical Memo - Final				1	4	1												2					8	\$ 1,805	\$ -	\$ -	\$ 1,800	
3.2.3	Qa/Qc (2 submittals)	2	2	2			2																	8	\$ 2,080	\$ -	\$ -	\$ 2,100	
Task 3.3 - Utility Research and Coordination		2	2	6	16	56	16														1	2	1	4	106	\$ 22,789	\$ 23,161	\$ 359	\$ 46,300
3.3.1	Field Review/Site Visit			1	2	8																		11	\$ 2,400	\$ 1,150	\$ 53	\$ 3,600	
3.3.2	USA Dry and Wet Utility Research					4	8																	12	\$ 2,140	\$ 575	\$ 200	\$ 2,900	
3.3.3	Preliminary Utility Base Map				4	8																		12	\$ 2,660	\$ -	\$ -	\$ 2,700	
3.3.4	Recommended Pothole Exhibit			1	2	4																		7	\$ 1,620	\$ 575	\$ -	\$ 2,200	
3.3.5	Subsurface Investigation - 10 potholes				1	4	2														1	2	1	4	15	\$ 3,244	\$ 17,986	\$ 106	\$ 21,300
	Underground Solutions																												
3.3.6	Final Utility Base Map			1	2	4																		7	\$ 1,620	\$ -	\$ -	\$ 1,600	
3.3.7	Utility Research - Draft Technical Memorandum (1st Submittal)			1	4	16	4																	25	\$ 5,190	\$ 2,300	\$ -	\$ 7,500	
3.3.8	Utility Research - Final Technical Memorandum (2nd Submittal)				1	8																		9	\$ 1,835	\$ 575	\$ -	\$ 2,400	
3.3.9	Qa/Qc (2 submittals)	2	2	2			2																	8	\$ 2,080	\$ -	\$ -	\$ 2,100	
																									\$ -	\$ -	\$ -	\$ -	
Task 3.4 - Geotechnical Investigation				1	2	4	2																	9	\$ 1,960	\$ 19,884	\$ -	\$ 21,800	
3.4.1	Geotechnical Investigation and Report			1	2	4	2																	9	\$ 1,960	\$ 19,884	\$ -	\$ 21,800	
	Geocon																												
Task 3.5 - H&H Analysis			2	4	12	40	3																	61	\$ 13,350	\$ -	\$ -	\$ 13,400	
3.5.1	Hydrology and Hydraulics Analysis			2	8	24																		34	\$ 7,460	\$ -	\$ -	\$ 7,500	
3.5.2	Technical Memorandum			1	4	16	2																	23	\$ 4,850	\$ -	\$ -	\$ 4,900	
3.5.3	Qa/Qc (1 submittal)		2	1			1																	4	\$ 1,040	\$ -	\$ -	\$ 1,000	
Task 4 - Environmental Documentation and Regulatory Compliance				1		2	1		8	12	4													28	\$ 6,250	\$ 14,950	\$ -	\$ 21,200	
4.1	CEQA NFA Letter			1		2	1		8	12	4													28	\$ 6,250	\$ -	\$ -	\$ 6,300	
4.2	MSHCP Consistency Report = Osprey																								\$ -	\$ 8,625	\$ -	\$ 8,600	
4.3	BUOW Report = Osprey																								\$ -	\$ 6,325	\$ -	\$ 6,300	

Item	Description	Jeff T. Hart, Principal II	Joseph C. Caldwell, Principal II	Eric Hays, Principal II	Ranjit Singh, Principal I	Joshua J. O'Rourke, Associate II	Haley C. Franco, Assistant V	Reed E. Chilton, Principal II	Stephanie N. Standerfer, Principal II	Emily Webb, Associate III	Noemi Avila, Assistant III	Nicholas R. Lowe, Principal II	Son H. Le, Senior I	Cole Benner, Assistant V	Deborah A. Saulina, Assistant V	Jeffrey P. Hutchins, Senior II	Guillermo Gonzalez, Assistant V	Joseph Chang, Assistant IV	Michael E. Johnson, Principal II	Jon Ros, Senior II	Riley Skvarca, Assistant V	Asia Lazo, Project Coordinator	2-Man Survey Party	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹
Task 5.1 - 30% Submittal - Preliminary Design		4	6	21	38	112	8	4				12	30	80		12	2	16						345	\$ 73,270	\$ -	\$ 200	\$ 73,400
5.1.1	Street Improvement Concept Exhibit											4	12	16										32	\$ 6,580	\$ -		\$ 6,600
5.1.2	Storm Drain Concept Exhibit		2	4	8	20																		34	\$ 7,840	\$ -		\$ 7,800
5.1.3	30% Street Improvement plans											8	16	60										84	\$ 16,120	\$ -		\$ 16,100
5.1.4	30% concept landscape plans														6	2	16							24	\$ 4,230	\$ -		\$ 4,200
5.1.5	30% Storm Drain Plan			8	24	80	4																	116	\$ 25,200	\$ -		\$ 25,200
5.1.6	Cost Estimate			1	2	8							2	4										17	\$ 3,530	\$ -		\$ 3,500
5.1.7	Qa/Qc (2 submittal)	4	4	4			2	4							2									20	\$ 5,450	\$ -		\$ 5,500
5.1.8	Field Walk			4	4	4	2								4									18	\$ 4,320	\$ -	\$ 200	\$ 4,500
Task 5.2 - 60% Submittal Package		2	2	25	60	164	6	2				10	46	148	6	18	8	62						559	\$ 113,120	\$ -	\$ -	\$ 113,100
5.2.1	Draft Hydrology and Hydraulic Report			2	8	24																		34	\$ 7,460	\$ -		\$ 7,500
5.2.2	60% Storm Drain Plans			16	32	100	4																	152	\$ 33,620	\$ -		\$ 33,600
5.2.3	60% Street Improvement/Signing & Striping plans											8	40	140	2									190	\$ 35,460	\$ -		\$ 35,500
5.2.4	60% Landscape and Trail Plans														11	8	56							75	\$ 12,625	\$ -		\$ 12,600
5.2.5	60% Cost Estimate			1	4	16							2	4	2		2							31	\$ 6,420	\$ -		\$ 6,400
5.2.6	Draft Specifications			4	16	24						2	4	4	4	1		4						63	\$ 13,935	\$ -		\$ 13,900
5.2.7	Qa/Qc (1 submittal)	2	2	2			2	2							4									14	\$ 3,600	\$ -		\$ 3,600
Task 5.3 - 90% Submittal Package		2	2	17	38	148	6	8				10	46	128	4	18	4	46						477	\$ 96,470	\$ 8,625	\$ -	\$ 105,100
5.3.1	Final Hydrology and Hydraulic Report			1	4	16																		21	\$ 4,510	\$ -		\$ 4,500
5.3.2	90% Storm Drain Plans			8	16	80	4																	108	\$ 23,000	\$ -		\$ 23,000
5.3.3	90% Street Improvement/Signing & Striping/Traffic Control plans											8	40	120	2									170	\$ 32,060	\$ -		\$ 32,100
5.3.4	90% Landscape and Trail Plans														8	4	40							52	\$ 8,760	\$ -		\$ 8,800
5.3.5	Structural Calculations/details (Transition)			1	2	4																		7	\$ 1,620	\$ 8,625		\$ 10,200
5.3.6	90% Cost Estimate			1	2	8							2	4	2		2							21	\$ 4,310	\$ -		\$ 4,300
5.3.7	90% Draft SWPPP			1	4	16																		21	\$ 4,510	\$ -		\$ 4,500
5.3.8	Erosion Control Plans			1	2	8																		11	\$ 2,400	\$ -		\$ 2,400
5.3.9	90% Specifications			2	8	16						2	4	4	2	4		4						46	\$ 9,960	\$ -		\$ 10,000
5.3.10	Qa/Qc (1 submittal) and constructibility Review	2	2	2			2	8							4									20	\$ 5,340	\$ -		\$ 5,300
Task 5.4 - 100% Submittal Package		2	4	11	18	48	2	2				4	14	20		8	2							135	\$ 30,090	\$ -	\$ -	\$ 30,100
5.4.1	Final signed plans		2	4	8	24						2	8	16	2									66	\$ 14,190	\$ -		\$ 14,200
5.4.2	Final Specifications			2	4	8						1	4		2									21	\$ 4,900	\$ -		\$ 4,900
5.4.3	Final Estimate			2	4	8						1	2	4	2									23	\$ 5,130	\$ -		\$ 5,100
5.4.4	Final Draft SWPPP/Erosion Control Plans			1	2	8																		11	\$ 2,400	\$ -		\$ 2,400
5.4.5	Qa/Qc (1 submittal)	2	2	2			2	2							2	2								14	\$ 3,470	\$ -		\$ 3,500
Task 6 - Utility Relocation Coordination				10		20	18																	48	\$ 9,860	\$ 33,925	\$ -	\$ 43,800
6.1	Wet Utility Relocation Coordination - BCVWC Water Line			8		16	8																	32	\$ 6,800	\$ -		\$ 6,800
6.2	Dry Utility Relocation Coordination - Poles, gas, and Telecom			2		4	2																	8	\$ 1,700	\$ 33,925		\$ 35,600
6.3	Notice to Owners (60% and 90% submittals)						8																	8	\$ 1,360	\$ -		\$ 1,400
Task 7 - Optional Tasks				10		28	10												6	12		1		67	\$ 14,730	\$ 9,315	\$ -	\$ 24,200
7.1	Legals and Plats (2)			2		4	2												6	12		1		27	\$ 6,370	\$ -		\$ 6,400
7.2	Additional Utility Relocation Coordination (Allowance)			8		24	8																	40	\$ 8,360	\$ -		\$ 8,400
7.3/7.4	Focused BUOW burrow&species surveys =Osprey																								\$ -	\$ 3,565		\$ 3,600
7.5	NEPSSA = Osprey																								\$ -	\$ 5,750		\$ 5,800
Total		23	33	198	213	690	200	16	11	12	10	59	136	382	13	59	16	132	14	29	11	4	28	2289	\$ 485,773	\$ 109,860	\$ 719	\$ 596,400

Cost Proposal Breakdown

WEBB Associates	Total/task
Stormdrain, Street, Access Trail and Environmental	\$ 471,600
Subtotal	\$ 471,600
Subconsultants	
Geotechnical	\$ 19,900
Potholes/Utility Research	\$ 23,200
MSHCP Consistency	\$ 8,625
Burrowing Owl Report	\$ 6,325
Structural Calculations	\$ 8,625
Dry Utility Relocation	\$ 33,925
Subtotal	\$ 100,600
Total	\$ 572,200
Optional Tasks	
Legals and Plats (2)	\$ 6,400
Additional Utility Relocation Coordination (Allowance)	\$ 8,400
Focused BUOW burrow&species surveys Osprey	\$ 3,600
NEPSSA Osprey	\$ 5,800
In Addition to Total	\$ 24,200

Hourly Rate Schedule

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ **Rates**
Assessment/Special Tax Consultants/Landscape Architects/Designers **\$/Hour**

Principal II.....	290.00
Principal I	275.00
Senior III	245.00
Senior II	235.00
Senior I	225.00
Associate III	210.00
Associate II	195.00
Associate I	185.00
Assistant V	170.00
Assistant IV	155.00
Assistant III	140.00
Assistant II	130.00
Assistant I	95.00

Survey Services

2-Person Survey Party	291.00
1-Person Survey Party	201.00

Inspection Services

Construction Manager	245.00
Inspector (Non-Prevailing Wage)	136.00
Inspector Overtime (Non-Prevailing Wage)	185.00
Inspector (Prevailing Wage)	147.00
Inspector Overtime (Prevailing Wage)	195.00

Administrative Services

Project Coordinator	110.00
Administrative Assistant III	99.00
Administrative Assistant II	88.00
Administrative Assistant I	70.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant.....	355.00
Survey/Inspection Per Diem.....	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour.....	31.00
In-House Delivery 1/2 Hour up to 1 Hour.....	62.00
In-House Delivery Over 1 Hour up to 2 Hours	114.00
In-House Delivery Over 2 Hours	165.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* **A FINANCE CHARGE** of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.

B. INTRODUCTION/INFORMATION

The City of Beaumont is seeking a consultant to deliver complete, bid-ready Plans, Specifications, and Estimates (PS&E) for the Brookside Street Improvements, while successfully coordinating with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and meeting all applicable City, County, and District standards. This Project is part of a broader master drainage effort led by RCFC&WCD, and the Brookside improvements must integrate seamlessly with the Marshall Creek Stage 1 Storm Drain Project, including hydraulic performance, physical tie-in geometry, and RCFC&WCD review and approval protocols.

Understanding of Services

Brookside Avenue currently functions as an unintended flood conveyance corridor during storm events, resulting in roadway closures and impaired access during heavy rains. The City's objective is to convert Brookside from a flood-prone route into a reliable roadway by constructing a channel along the south side of Brookside Avenue that captures flows and ties into downstream facilities, while also improving roadway grades, elevations, and pavement section design.

WEBB understands that this Project is not a single-discipline drainage design effort; it is a coordinated, multi-agency infrastructure program requiring integrated delivery of the following interdependent components:

- **Drainage Channel Design (RCFC&WCD Standards):** Design an appropriately sized, fully lined concrete trapezoidal channel on the south side of Brookside Avenue with access ramps for maintenance and a compliant interface to Marshall Creek Stage 1 downstream facilities.
- **Roadway Improvements and Flow Transfer:** Redesign Brookside Avenue between Cherry Avenue and Orchard Heights Avenue to safely transfer storm flows from the roadway to the new channel. The design must consider the City's intent to transition from an inverted crown section to a tilt section and incorporate appropriate transitions and collection/conveyance features.
- **Intersection and Turn Pocket Improvements:** Deliver street widening and intersection improvements at Cherry/Brookside, including a northbound Cherry to eastbound Brookside right-turn pocket, and provide a right-turn pocket at Orchard Heights Avenue (eastbound Brookside to southbound Orchard Heights), considering pole conflicts and feasible alternatives.

- **ADA and Multi-Use Access:** Design a new ADA ramp at the southeast corner of Cherry/Brookside, and a 20-foot public access/maintenance road adjacent to the channel, with driveway approaches at Cherry and Orchard Heights, per RCFC&WCD standards.
- **Utility Coordination and Relocation Plans:** Identify, pothole as needed, and coordinate with utility owners for design of relocations and permitting for affected utilities (including likely waterline relocation and potential SCE pole relocations), along with anticipated gas and communications conflicts.
- **Environmental and MSHCP Compliance:** Prepare a No Further Action (NFA) letter for the City's administrative record to document this project was evaluated in previous CEQA documents. Prepare compliance studies for the Western Riverside County Multiple Species Habitat Conservation Plan for use in obtaining encroachment permits from RCFC&WCD.
- **Progressive Design Submittals:** Prepare and manage 30%, 60%, 90%, and 100% plan submittals for City and RCFC&WCD review, incorporating Partner Led Project guidance, and delivering complete PS&E, specifications, and engineer's cost estimates at required milestones.

Because RCFC&WCD will review each milestone submittal and the Brookside channel cannot adversely impact the downstream facility, the controlling success factor is early, continuous hydraulic and design integration between Brookside and Marshall Creek Stage 1, coupled with disciplined management of utility conflicts, ROW constraints, and construction phasing impacts on residents and access. WEBB's team approach is built to reduce rework, shorten review cycles, and deliver a complete, coordinated PS&E package that can be bid with confidence and constructed with fewer change orders.

Participating Firms

WEBB will serve as the prime consultant for this project with the following subconsultants offering support:

- Geocon, Inc. - Geotechnical Analysis
- Underground Solutions, Inc. - Potholing
- Utility Specialists - Dry Utility Consulting
- Osprey Environmental Associates, Inc. - Environmental Consulting

E. SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

▶ 1.1 - Meetings and Coordination

Regular, well-planned, and well-executed meetings are essential for advancing the project and keeping all stakeholders engaged. This begins with a Project Kick-off meeting and continues throughout the life of the project with Monthly Progress Meetings. WEBB will prepare draft agendas for review at least two working days before each meeting. Meeting minutes and Action Item Lists will be distributed within three working days of each meeting. Based on our proposed project schedule, we have budgeted for 14 Meetings, including the Kick-off Meeting and Monthly Coordination Meetings, and three (3) additional coordination meetings, including preparation and attendance at a City Council Meeting to present the project.

▶ 1.2 - Project Schedule

A preliminary project schedule is included as part of this proposal. This schedule will be augmented and updated monthly to track the project's overall progress. This will be compared with the baseline schedule and will identify any potential slippage early. This will help keep the project on track by allowing us to schedule the resources needed to complete it and, if required, develop a schedule recovery plan.

▶ 1.3 - Quality Assurance and Quality Control

Receiving deliverables that are technically accurate and high quality is a non-negotiable expectation that the City rightfully deserves to have. To ensure that this happens, we have designated an independent QA/QC Team for this project. This team of Senior Level Associates will review and comment on each milestone deliverable throughout the project. Jeff Hart, PE, has been designated as the Quality Assurance Officer and will lead the Independent QA/QC Team throughout this project. No formal submittal or job-related correspondence will be submitted without review and documented signoff by Jeff.

▶ 1.4 - Shared Documents Folder

To facilitate effective communication and project delivery, a shared folder will be set up using either Microsoft SharePoint or Teams. WEBB will coordinate with the City to establish the file structure for this folder.

▶ 1.5 - Monthly Progress Report and Invoice

WEBB will submit itemized monthly invoices by the 15th of each month for services rendered in the previous month. Each invoice will include the percentage complete for each task and subconsultant cost and reimbursable expenses with supporting documentation.

Deliverables:

- Meeting Agendas and Minutes
- Action Item Lists
- Monthly Project Schedules
- QA/QC Plan
- Signed QA/QC Review Sheets
- Shared Document Folder

TASK 2 - DATA GATHERING AND ANALYSIS

▶ 2.1 - Project Database

Good information leads to good design; to that end, WEBB will gather, review, and compile a database of relevant information to be used for the analysis and design of the project. Included in this database will be previous studies and improvement plans, hydrological soil information for the watershed, and rainfall data. Information obtained from the project investigations (i.e., right-of-way mapping, utility research, pothole data, and geotechnical investigations) will be included in the database.

▶ 2.2 - Basis of Design Memorandum

A Basis of Design Memorandum will be prepared to document the items in the Project Database, along with analysis and design parameters and decisions, to avoid misunderstandings regarding the project moving forward. Our experience working with clients and agencies is that these Memorandums are very helpful, ensuring there is no loss of continuity when staff rotations or transfers inevitably occur.

Deliverables:

- Project Database (stored in the Shared Document Folder)
- Basis of Design Memorandum

TASK 3 - INVESTIGATIONS

▶ 3.1 - Survey and Control

WEBB will verify the survey control and aerial topography that has already been flown for the project alignment by RCFC&WCD as part of the downstream Marshall Creek Channel Project. WEBB will supplement the aerial topography with field shots of critical design points, such as the inverts of the sewer manholes along the project alignment. Topography will be obtained in the horizontal and vertical datums and at the resolution required by RCFC&WCD and the City.

▶ 3.2 - Right-of-Way Base Map

Base Map RCFC&WCD prepared a right-of-way base map as part of the downstream Marshall Creek Channel Project. WEBB will verify this linework. The parcel where the proposed channel will be located is currently owned by the City. As a result, it is anticipated that the entire project will be located within the existing public right-of-way and the dedicated parcel on the south side of Brookside Avenue. As such, Preliminary Title Reports will not be required to verify the base map.

▶ 3.3 - Utility Research and Potholing

- **Field Review** - WEBB will conduct a field review to identify further utilities and other project constraints to be considered during design.
- **USA Dry and Wet Utility Research** - WEBB will utilize USA service to research and identify known utilities in the project area. Letters will be sent to each identified agency requesting backup utility information. All collected utility information will be indexed.
- **Preliminary Utility Base Map** - All utility information will be plotted on a preliminary utility base map that will be used to verify the storm drain alignment.
- **Recommended Pothole Exhibit** - Based on the first phase of subsurface investigation, the 30% alignment will be prepared for each facility. WEBB will identify all utilities that require precise location. WEBB will collaborate with the City to develop this exhibit, which will serve as the basis for the subsurface investigation.
- **Subsurface Investigation** - Our subsurface investigation will consist of field locating utilities by both geophysical identification and potholes, and the horizontal alignment of all known utilities along the alignment. Vertical depths from the surface will also be identified through this process. We have included a budget for 10 potholes, but we will

charge the City for the actual number of potholes needed for the design of this facility.

- **Final Utility Base Map (after Subsurface Investigation)** - The Preliminary Utility Base Map will be updated based on the subsurface investigation to determine conflicts and to be shown on the final design plans.
- **Technical Memorandum** - A technical memorandum will be prepared to document and summarize the utility research and potholing task, and will include utility conflicts, relocations, and associated costs.

▶ 3.4 - Geotechnical Investigation

WEBB has teamed with Geocon, Inc. (Geocon), who will provide geotechnical services for this project. Geocon and WEBB have teamed on several RCFC&WCD Projects (including the downstream Marshall Creek Project) and, as such, know the geotechnical requirements for an RCFC&WCD design. Based on our review of the project, we have budgeted for five (5) borings.

▶ 3.5 - Hydrology and Hydraulics Analysis

WEBB will review and verify the hydrology prepared from previous studies, relying heavily on the approved hydrology for Marshall Creek that we prepared by RCFC&WCD. As needed, WEBB will augment and refine the existing RCFC&WCD study to obtain design flow rates for this project. Calculations will be prepared for both the 100-Year and 10-Year storm events. Recommended flow rates and backup hydrology calculations will be summarized in a Technical Memorandum included as part of the 30% Submittal.

☐ Deliverables:

- ☑ Survey Control and Right of Way Analysis Memorandum
- ☑ Right-of-Way Base Map and Topographic Surface
- ☑ Utility Research Letters
- ☑ Utility Base Map
- ☑ Recommended Pothole Exhibit
- ☑ Pothole Report
- ☑ Utility Research
- ☑ Potholing Technical Memorandum
- ☑ Geotechnical Report
- ☑ H&H Technical Memorandum

TASK 4 - ENVIRONMENTAL DOCUMENTATION AND REGULATORY COMPLIANCE

As outlined in the RFP, the Brookside Channel and street improvements were outlined in the Sundance Specific Plan

Environmental Impact Report and its 3 Addenda (SCH 89070309). The implementation of the Brookside Channel and street improvements outlined in the RFP would be consistent with the original intent of the Sundance Specific Plan. As a result, no further CEQA analysis would be required. Based on this, our scope of work will be to provide the City with a No Further Action (NFA) letter to place in its administrative file for the project.

However, the original EIR and subsequent Addenda did not address MSHCP Consistency for the proposed project. Since the project will require review and approval by RCFC&WCD, the City, as a Permittee to the MSHCP, will be required to demonstrate to RCFC&WCD that it has complied with the MSHCP requirements. Therefore, we have included MSHCP compliance studies in our scope of work so that when the City submits its plans and applies for encroachment permits from RCFC&WCD, there will be sufficient information for RCFC&WCD, also an MSHCP Permittee, to make its own CEQA findings and MSHCP findings (using the City's NFA Letter).

Based on our current understanding of the Project, WEBB will team with Osprey to conduct the following biological services:

► **4.1 - Biological Resource Assessment and MSHCP Consistency Analysis Report**

Osprey will conduct a comprehensive literature review of the project area and its immediate surroundings to identify any previously documented sensitive biological resources. This review will include analyses of existing environmental databases (e.g., CNPS, WRMSHCP), agency records (e.g., CNDDDB), and relevant biological studies to establish a baseline understanding of potential constraints at the project site. Following the literature review, Osprey will perform a detailed reconnaissance-level field survey on foot within the project study area, encompassing the project footprint and a 50-foot buffer. Survey methods will be tailored to maximize the detection of sensitive habitats and species identified in the literature review. These may include, but are not limited to, burrowing owls, riverine areas, vernal pools, and sensitive plant species. Observations will be carefully documented, with attention given to habitat conditions, vegetation communities, and any signs of protected wildlife species. Survey methods will be reconnaissance-level only and are not intended to satisfy protocol-level survey requirements unless explicitly stated under subsequent tasks.

Based on the findings, Osprey will prepare an MSHCP Consistency Analysis Report. This report will include a comprehensive list of species observed within the project footprint, detailed vegetation and land cover descriptions, and mapped exhibits depicting all identified biological resources. The report will provide a clear assessment

of potential environmental constraints and regulatory considerations relevant to the project. The report will be prepared in accordance with the WRMSHCP standards.

► **4.2 - WRMSHCP Burrowing Owl Habitat Assessment and Report**

The proposed project is located within a Western Riverside County Multiple Species Habitat Conservation Plan (WRMSHCP)-designated burrowing owl survey area. To ensure compliance with WRMSHCP guidelines, a qualified Osprey biologist will conduct a burrowing owl habitat assessment following the WRMSHCP Burrowing Owl Survey Instructions (2006). This assessment will involve a systematic pedestrian survey of the project site to identify potential burrowing owl habitat, including natural burrows and suitable man-made structures. If suitable habitat is identified, Osprey will expand the survey to include the project site and a 150-meter (approximately 500-foot) buffer around the project boundary in suitable habitat. The presence of suitable habitat will trigger the need for a focused burrow survey (Task 7.3) to evaluate potential burrowing owl activity further. If no suitable habitat is found, no additional surveys will be required, and Osprey will prepare a habitat assessment report summarizing the findings, including site photographs, survey methodology, and a project location map.

Optional tasks for Focused Burrow Surveys and Report, Focused Burrowing Owl Surveys and Report, and Narrow Endemic Plant Species Survey(s) and Report have been included in Task 7.

TASK 5 - FINAL DESIGN AND CONTRACT DOCUMENTS

The overall objective of this project is to prepare Plans, Specifications, and Estimates that the City can use to bid and construct the project. It is anticipated that there will be 30%, 60%, 90%, and 100% Submittals to allow for review and collaboration during the project's design.

► **5.1 - 30% Submittal Package**

A 30% Plan Set will be developed in accordance with the City and RCFC&WCD Design and Drafting Standards. The 30% design will establish the permanent and temporary construction easements that are required for this project. The Channel Plan will show the plan, profile, and sections of the channel along with proposed lateral connections in plan view. The street plan will show a plan view of the proposed street, including the ADA Ramp at the southeast corner of Brookside Avenue and Cherry Avenue, a new right-turn pocket from northbound Cherry Avenue to Eastbound Brookside Avenue, and an eastbound right-turn pocket to southbound Orchard Heights. Based upon

the channel and road alignment a conceptual trail and landscape plan will also be prepared. The Hydrology Technical Memorandum prepared in Task 3 will be included with the 30% submittal.

Engineer's Estimate - Material quantities will be calculated from the 30% Plan. A preliminary Engineer's Estimate will be prepared from these initial quantities using RCFC&WCD's Planning Cost Spreadsheets.

30% QA/QC - Before the 30% submittal to the City, WEBB will conduct a QA/QC review by our designated Independent Engineering & Drafting QC Taskforce, which is not involved in the design and production of the improvement plans. WEBB will submit copies of our internal review comments to the City as part of the 30%

Field Walk - Following the 30% Submittal, WEBB will coordinate a Field Walk along the alignment with City and Flood Control Staff. Taking time to identify constraining conflicts at this stage is an investment that yields great returns in both time and budget through the remainder of the project. WEBB will incorporate all comments from the Field Walk into future submittals.

☐ Deliverables

- ☑ 30% Channel and Street Plans
- ☑ Conceptual Trail and Landscape Plans
- ☑ Engineer's Estimate
- ☑ 30% QA/QC

▶ 5.2 - 60% Submittal Package

WEBB will address all comments from the 30% submittal. The 60% Submittal will include pothole information, profiles of all lateral facilities, and a profile and sections on the street improvement plan. Signing and striping plans will also be prepared with the 60% Submittal.

Draft Hydrology and Hydraulics Report - A draft Hydrology and Hydraulics Report will be included with the 60% Submittal.

Trail/Public Access Plan - The 60% submittal will include details of the materials, plants, and irrigation equipment required for the public access trail/channel maintenance road.

Quantities and Draft Specifications - Quantities will be calculated based on the 60% Plans. Draft Specifications will be prepared for the project using the City's and RCF&WCD's boilerplate specifications.

60% QA/QC - Before the 60% submittal to the City, WEBB will conduct a QA/QC review by our designated Independent Engineering & Drafting QC Taskforce, which is not involved in the design and production of

the improvement plans. WEBB will submit copies of our internal review comments to the City as part of the 60%

☐ Deliverables:

- ☑ 60% Channel, Trail, and Street Plans
- ☑ Conceptual Trail and Landscape Plans
- ☑ Draft Hydrology and Hydraulics Report
- ☑ Quantities and Draft Specifications
- ☑ 60% QA/QC

▶ 5.3 - 90% Submittal Package

WEBB will address all comments from the 60% submittal and prepare a comprehensive 90% submittal package.

Final Hydrology and Hydraulic Report - WEBB will incorporate any comments from the Draft Hydrology and Hydraulics Report and prepare a Final Hydrology and Hydraulics Report for submittal with the 90% Plans.

90% Improvement Plans - WEBB will address plan check comments from the 60% Review.

90% Cost Estimate - Material quantities will be reviewed and updated from the 90% Plans. An updated Engineer's Estimate will be prepared from these initial quantities using unit costs from WEBB's Construction Database.

90% Draft SWPPP - WEBB anticipates this will be a Type 1 Project as defined by the Construction General Permit. A 90% Draft SWPPP will be prepared for the selected contractor to use in preparing a project bid. The contractor will finalize and implement the SWPPP during construction.

Draft Traffic Control Plans - The temporary traffic control plans will provide traffic control equipment layouts, phased construction work areas, and detour plans to cover the proposed Project improvements. All efforts will be made to prioritize construction zone safety while maintaining traffic in the area. The temporary traffic control plans will conform to CA MUTCD standards.

Erosion Control Plan - WEBB will prepare an Erosion Control Plan along with the 90% SWPPP.

90% Specifications - WEBB will prepare 90% Specifications based on comments from the 60% review and any additions made during the 90% Submittal Process.

90% QA/QC - Before the 90% submittal to the City, WEBB will conduct a QA/QC review from our designated Independent Engineering and Drafting QC Taskforce that is not involved in the design and production of the improvement plans. WEBB will submit copies of our internal review comments to the City as part of the 90% submittal.

□ Deliverables:

- ☑ Final Hydrology and Hydraulics Report
- ☑ 90% Design Plans
- ☑ 90% Quantities and Estimate
- ☑ 90% Draft SWPPP
- ☑ Draft Traffic Control Plans
- ☑ Erosion Control Plan
- ☑ 90% Specifications
- ☑ 90% QA/QC

► **5.4 - 100% Submittal Package**

The final submittal will address all plan check comments from the 90% submittal. Included with this submittal will be the final technical specifications, final bid quantities, and final Engineer's Estimate. Mylar plans (or Digital Equivalent) will be delivered to the City and other agencies for final signatures.

□ Deliverables:

- ☑ 100% Design Plans
- ☑ 100% Quantities and Estimate
- ☑ 100% Specifications
- ☑ Final Traffic Control Plans
- ☑ Signed Mylars

An optional task for Plat and Legal has been included in Task 7.

An optional task for Additional Utility Relocation Coordination has been included in Task 7.

TASK 7 - OPTIONAL TASKS

► **7.1 - Plats and Legal**

Plats and legal descriptions may be required for the City to convey all or a portion of the City-owned property to the Riverside County Flood Control and Water Conservation District as right-of-way for the channel improvements. The right-of-way requirements and need for plats and legals will be coordinated with the District as the project progresses. If required, this task includes preparing two legal descriptions and plats and coordination with County Staff for review, approval, and signature for recordation.

► **7.2 - Additional Utility Relocation Coordination**

As stated in Task 6, the actual number of utility conflicts and relocations will not be known until the design progresses. An allowance for additional utility relocation coordination is included in this section, if needed, as determined by WEBB and the City based on the number of utility conflicts and relocations identified.

► **7.3 - Focused Burrow Surveys and Report (If needed)**

If the habitat assessment (Task 4.2) confirms the presence of suitable burrowing owl habitat within the project site, Osprey will conduct a focused burrow survey in accordance with WRMSHCP guidelines. This survey will systematically evaluate the project site and a 150-meter (approximately 500-foot) buffer to identify suitable natural burrows and man-made structures that could support burrowing owls. Pedestrian transects will be spaced no more than 30 meters (100 feet) apart to ensure complete ground coverage. Transect spacing will be adjusted as needed based on terrain, vegetation density, and ground visibility. During the survey, Osprey will document the GPS coordinates of all potential burrows, owl sign, and any observed owls. Survey conclusions will be based on site access available at the time of survey; access restrictions outside the project footprint may limit survey coverage and will be documented accordingly. If suitable burrows or burrowing owls are detected, additional focused burrowing owl surveys will be required in accordance with WRMSHCP protocols (Task 7.4). If no potential burrows or owls are found, no further surveys will be necessary, and Osprey will prepare a detailed report summarizing the findings, including site photographs, survey methodology, and mapped transect locations.

TASK 6 - UTILITY RELOCATION COORDINATION

Conflicts with several existing utilities are anticipated due to the proposed roadway and drainage improvements. These include a 14" water line owned by Beaumont Cherry Valley Water Company (BCVWC), several power poles and guys with overhead electrical and telecom, and a gas line. Based on the utility conflicts identified in Task 3.3, WEBB and WEBB's dry utility consultant, Utility Specialists SW Inc., will coordinate with the utility owners to relocate their facilities. It is assumed that the utility owners will prepare the relocation design plans. WEBB will review the relocation drawings to ensure they are consistent with the proposed improvements. If needed, WEBB will provide a separate scope and budget for the design of utility relocation plans. WEBB will also send copies of the proposed street and storm drain plans to the utility owners identified in Task 3.3 at the 60% and 90% submittal stages to confirm that their facilities are plotted correctly on the plans. Because the actual number of utility conflicts and relocations will not be known until the design progresses, an allowance for Additional Utility Relocation Coordination has been included in the optional scope section.

► **7.4 - Focused Burrowing Owl Surveys and Report (If needed)**

If suitable burrowing owl burrows are identified during the focused burrow survey (Task 7.3), Osprey will conduct focused burrowing owl surveys over four separate days, with the initial survey occurring concurrently with the focused burrow survey. Upon arrival, an Osprey biologist will use binoculars and spotting scopes to scan the site and the adjacent 150-meter (500-foot) buffer for owls, burrows, and owl sign, particularly in areas with limited access. Surveyors will then walk the project site and buffer area in pedestrian transects, spaced no more than 30 meters (100 feet) apart, ensuring complete ground coverage while adjusting for terrain and vegetation density. This will be done while minimizing disturbance near any occupied burrows. If access to adjacent areas is restricted, surveys will be conducted from a distance using binoculars and spotting scopes. Upon completion of the surveys, a final report will be submitted to CASC. The report will detail the survey methodology, transect width, duration, conditions, and results. Additionally, the report will include maps highlighting the locations of identified burrows. If no owls are observed, no further surveys will be required until 30 days before grading, at which point a preconstruction survey will be required.

► **7.5 - Narrow Endemic Plant Species Survey(s) and Report (If needed)**

The project is located in a Narrow Endemic Plant Species Survey Area for Marvin's onion and Many-stemmed Dudleya. If the initial habitat assessment outlined in Task 4.1 determines that suitable habitat for these plant species is present within the project site, Osprey will conduct protocol-level surveys for these species, as required under the MSHCP, during their appropriate flowering periods. Surveys will be conducted in suitable habitat areas in accordance with the guidelines of the California Native Plant Society and the California Department of Fish and Wildlife (CDFW). Osprey estimates that up to three field days with one senior biologist will be needed to complete the surveys. Surveys are seasonally constrained and dependent on appropriate phenological conditions. If surveys cannot be completed during the applicable blooming period, they may be deferred to the next suitable survey window.

After completing the field surveys, Osprey will prepare a letter report documenting the survey results. The report will include a detailed site description, survey methodology, and findings, noting any areas occupied by sensitive plant species and, if applicable, providing an estimate of the affected acreage. If necessary, the report will include mitigation recommendations for potential impacts to sensitive plant species observed on the project site.

Assumptions

The following general assumptions are made relative to this scope and cost:

1. Osprey will provide up to two rounds of revisions to all reports described in this proposal to address any comments received. If additional revisions are required, a separate scope and fee may be required.
2. Protocol-level surveys, agency coordination, permitting support, mitigation planning, construction monitoring, or regulatory approvals are not included unless explicitly stated in the scope of services.
3. Focused surveys (Tasks 7.3, 7.4, and 7.5) are conditional and will only be initiated upon written authorization from the Client.
4. A MSHCP 30-Day Preconstruction Survey is not included in the scope of services. If required, a separate scope and fee will be required.
5. Surveys requiring specific seasonal timing (e.g., narrow endemic plant surveys) are subject to appropriate phenological conditions. If conditions are unsuitable, surveys may need to be postponed to the next appropriate survey window.
6. This proposal assumes that accurate, up-to-date project plans will be provided before fieldwork. Significant changes to project design or limits of disturbance may require revisions to scope and cost.

F. APPROACH

Critical Issues and Solutions

Coordination with RCFC&WCD

RCFC&WCD has very particular and unbending standards. Since they will ultimately accept this project for operation and maintenance, all aspects must meet their standards. Each step of the process (design, environmental documentation and permitting, and construction inspection) must follow a prescribed process.

The WEBB Team assembled for this project has successfully navigated projects (both City-Sponsored and Developer-Sponsored) time and time again. Our team has a combined relationship of over 65 years with RCFC&WCD. Our proven track record will ensure your project receives RCFC&WCD approval in the most efficient manner possible.

Especially critical to this project is the inclusion of a shared Public Access Trail/Maintenance Road. Our experience designing and processing similar projects through RCFC&WCD will benefit the City. We know the decision makers at RCFC&WCD and understand the ideal time to engage them throughout the design process. We are currently working with the District to design the downstream segment, which will streamline project coordination and provide us with greater insight into the project.

Traffic Control and Impacts to Local Residents

The reconstruction of Brookside Avenue will, unfortunately, cause some disruption to traffic and residents. To the extent that the project can be designed and construction sequenced to minimize disruptions, the fewer complaints City Staff will have to field. The roadway needs to be configured to direct cross street drainage to the proposed channel. Additionally, continuous access must be provided to the residences along the alignment. WEBB has assigned Nicholas Lowe (Nick), PE, TE, the Deputy Director of our Traffic and Transportation Department, to oversee the preparation and coordination of the roadway design and the traffic control plan for this project with the City.

Nick's experience working for both public agencies and private engineering firms is a significant advantage for this project. Nick's knowledge of procedures and protocols will ensure this project is constructed in a manner that

minimizes impacts on residents. We will initially meet with the City to coordinate design constraints, construction phasing, and accessibility. Because this is so critical, it is essential that traffic control and construction sequencing be developed as part of the plan set, rather than left to the contractor. This will help secure consistent bids from various contractors and avoid misunderstandings about how construction will be phased, and accessibility will be maintained.

Scope Management and Cost Control

Controlling costs and staying on schedule are critical components of every project. By managing the scope of work and budget, it is easier to control the schedule and deliver a project on time and within budget. WEBB will do this through earned value tracking that can be linked to the project schedule.

Using the detailed person-hour estimate and project schedule, the monthly revenue for each task can be developed and tracked. This information is critical to the project, as it helps analyze where specific tasks are ahead or behind schedule relative to the original schedule. This system can also be used to project trends that indicate when a particular task is likely to exceed budget. This can be used to determine whether a task's effort is out of scope, so these issues can be resolved before they become problems. We have budgeted for up to 15 progress and coordination meetings with the City, RCFC&WCD, and one (1) board meeting.

Deliverables and Design Approach

Based upon our experience with similar projects, we anticipate the following plans and sheets to be prepared for this project:

Channel Improvement Plans:

- Cover Sheet (1 sheet)
- Plan and Profile (2-3 sheets Assuming 1"=50' District Standard)
- Lateral Connections and Catch Basins (4-6 sheets)
- Details (7-10 sheet)

Street Improvement/Traffic Control Plans:

- Cover Sheet (1 sheet)
- Plan and Profile (2-11 sheets)
- Details (12-15 sheets)

Erosion Control Plans:

- Cover Sheet (1 sheet)
- Construction BMP Plans (2-3 sheets)
- BMP Details (4-5 sheets)

Design activities will commence with detailed utility research, aerial topography, and surveyed alignment bases, complemented by geotechnical analysis. The 30% design plans will establish the alignment and profile of the storm drain and basin grading, identify potential utility conflicts, and recommend subsurface investigations. As design progresses, specifications, traffic control plans, and structural details will be developed.

Preparation of Plats and Legals has been included as an optional task in Task 7.

Quality Assurance and Quality Control

Throughout the project, quality assurance and quality control will be prioritized. An independent QA/QC team, led by Jeff Hart, PE, will review all milestone deliverables to ensure technical accuracy and high quality. Monthly progress reports will summarize activities, highlight upcoming tasks, and address critical issues to maintain project momentum.

Our comprehensive approach ensures the design meets the County's needs, addresses existing deficiencies, and supports future development within the project area.

Project Schedule

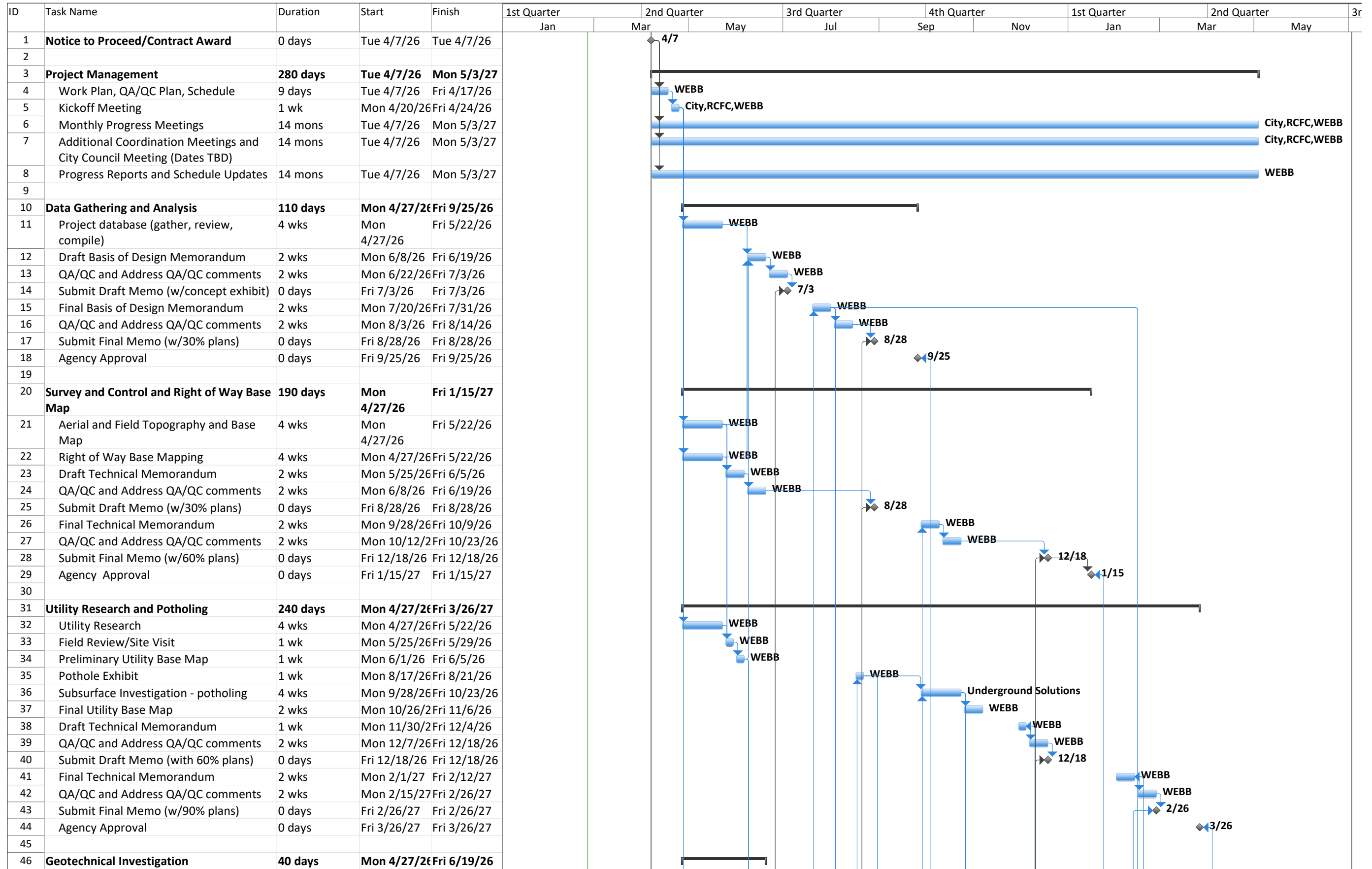


EXHIBIT "B"
CERTIFICATES OF INSURANCE

**ADDITIONAL REMARKS SCHEDULE**

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

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

PROVISIONS

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

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

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

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

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

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

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

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

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

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

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

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

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

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

(1) "Bodily injury":

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

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

(2) "Personal injury":

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

(3) "Property damage" to property:

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

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

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

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

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

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

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

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

a. Coverage under this provision is afforded only:

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

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

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

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

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

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

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

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

J. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 003

POLICY NUMBER: UB-4J648178-25-43-G

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

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

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

Schedule

Person or Organization

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

Job Description

ARCHITECTURAL SERVICES

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

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

Endorsement Effective 9/1/2025 - 9/1/2026
Insured Albert A. Webb Associates

Policy No. UB-4J648178-25-43-G

Endorsement No.
Premium

Insurance Company

Countersigned by _____